NOTICE OF SHORELINE TASK FORCE REGULAR MEETING
CITY OF SOUTH PADRE ISLAND

TUESDAY, AUGUST 22, 2023

3:00 PM AT THE MUNICIPAL COMPLEX BUILDING
2ND FLOOR CITY COUNCIL CHAMBERS
4601 PADRE BOULEVARD SOUTH PADRE ISLAND, TX 78597

1. Call to Order

2. Pledge of Allegiance

3. Public Comments and Announcements
This is an opportunity for citizens to speak to the board relating to agenda or non-agenda items. Speakers are required to address the board at the podium and give their name before addressing their concerns. [Note: State law will not permit the Shoreline Task Force to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future Shoreline Task Force meeting]

4. Consent Agenda
   4.1. Approval of the minutes from the regular meeting on July 11th, 2023. (Hughston)

   4.2. Approve an excused absence from Member Michael Sularz from the regular meeting on July 11th, 2023. (Sularz)

5. Regular Agenda
   5.1. Discussion and action to provide a recommendation to City Council on the proposals that were received for dune restoration. (Boburka, Hughston)

6.Adjourn

NOTE:
One or more members of the City of South Padre Island City Council may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.

DATED AUGUST 18, 2023

Angelique Soto, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE SHORELINE TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **AUGUST 18, 2023**, AT/OR BEFORE 3:00 PM AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

Angelique Soto, City Secretary

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, GEORGE MARTINEZ AT (956)761-8103.

Agenda: AUGUST 22, 2023

CITY OF SOUTH PADRE ISLAND

CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM

MEETING DATE: August 22, 2023

NAME & TITLE: Erika Hughston, Shoreline Grants and Special Projects Administrator

DEPARTMENT: Shoreline Department

ITEM
Approval of the minutes from the regular meeting on July 11th, 2023. (Hughston)

ITEM BACKGROUND
Shoreline Task Force June 28th, 2023 meeting minutes.

BUDGET/FINANCIAL SUMMARY
N/A

COMPREHENSIVE PLAN GOAL
Ch. 9 Shoreline

LEGAL REVIEW
Sent to Legal:
Approved by Legal:

RECOMMENDATIONS/COMMENTS:

MINUTES OF REGULAR MEETING
CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE

Tuesday, July 11th, 2023

I. CALL TO ORDER.

The Shoreline Task Force of the City of South Padre Island, Texas, held a regular meeting on Tuesday, July 11th, 2023, at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Chairman Robert Nixon called the meeting to order at 3:00 p.m. A quorum was present with Chairman Robert Nixon, Vice-Chairman Stormy Wall, Task Force Members Abbie Mahan, Carol Bolstad, Todd Williams, and Norma Trevino. Task Force Members absent include Michael Sularz.

City Council present included: Ken Medders.
City staff present included: City Manager Randy Smith, City Attorney Ed Cyganiewicz, Shoreline Director Kristina Boburka, City Secretary Angelique Soto, and Coastal Coordinator Erika Hughston.

II. PLEDGE OF ALLEGIANCE.

Chairman Robert Nixon led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS:

Task Force Chairman Nixon gave public comments for an update on the current bay access project. City Attorney Cyganiewicz provided clarification on the City's right-of-way jurisdictional boundaries.

IV. CONSENT AGENDA

I. APPROVAL OF THE MINUTES FROM THE REGULAR MEETING ON JUNE 27, 2023. (HUGHSTON)

II. APPROVE AN ABSENCE FROM STORMY WALL FROM THE REGULAR MEETING ON JUNE 27, 2023. (WALL)

Shoreline Task Force Member Trevino motioned to approve the consent agenda, seconded by Task Force Member Williams. The motion passed unanimously.

V. REGULAR AGENDA

I. DISCUSSION AND ACTION TO PROVIDE A RECOMMENDATION TO CITY COUNCIL REGARDING THE BAY ACCESS IMPROVEMENTS.

After receiving community input and discussion, Chairman Nixon motioned to send the protocol to City Council for input and/or approval. The motion was seconded by Task Force Member Mahan. Task Force Members in favor Mahan, Trevino, Nixon, and Wall. Task Force Members in opposition Bolstad and Williams. Motion passed with a majority.

VI. ADJOURNMENT.

There being no further business, Chairman Nixon adjourned the meeting at 3:34 p.m.

_____ _____

Erika Hughston, Coastal Coordinator Robert Nixon, Chairman

CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM

MEETING DATE: August 22, 2023

NAME & TITLE: Erika Hughston, Shoreline Grants and Special Projects Administrator

DEPARTMENT: Shoreline Department

ITEM
Approve an excused absence from Member Michael Sularz from the regular meeting on July 11th, 2023. (Sularz)

ITEM BACKGROUND
N/A

BUDGET/FINANCIAL SUMMARY
N/A

COMPREHENSIVE PLAN GOAL
N/A

LEGAL REVIEW
Sent to Legal:
Approved by Legal:

RECOMMENDATIONS/COMMENTS:

CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM

MEETING DATE: August 22, 2023

NAME & TITLE: Kristina Boburka, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM
Discussion and action to provide a recommendation to City Council on the proposals that were received for dune restoration. (Boburka, Hughston)

ITEM BACKGROUND
The City of South Padre Island posted a request for proposals to solicit dune restoration services. The City began dune restoration efforts in 2021 following an active high tide and Atlantic hurricane season in 2020. Restoration began with a mile stretch on the northern boundary of the City beaches and included placement of 2,940 linear feet of sand fencing and planting 92,000 native dune plants. From that initial dune restoration phase, the City has seen significant project success and seeks to implement additional phases within City limits.

The City is seeking a qualified firm for all associated tasks in regard to dune restoration along the City of South Padre Island's shoreline. This includes, but is not limited to, permitting, surveying, design, installation, and maintenance of the restoration areas. Permitting includes coordination between the City and Texas General Land Office. The selected firm will be expected to prepare a multi-year phased approach for the project. All vegetation for this project must be fully sourced from South Padre Island.

The City is also interested in monitoring the project to quantitate he amount of sediment that is accumulated from the project's placement of sand fencing and dune vegetation. The selected firm will need to provide tracking metrics and methodology within their proposal. Multiple methods can be utilized for volume accumulation such as deposit gauges, plant growth/health, weather patterns, dune height/width, etc.

The City received proposals from three firms: Anchor Qea, Triton Environmental Services LLC, and Coastal Transplants. Their proposals are attached to the agenda item as backup.

City staff along with multiple Shoreline Task Force members have reviewed and graded the proposals.

BUDGET/FINANCIAL SUMMARY

Proposed costs shall be estimated for all materials and labor needed to establish a 10-foot linear beachfront area, within a restoration reach of one mile. Restoration will focus on the northern two miles of the City's shoreline, but may encompass other areas within the City limits as well as mitigation needs throughout the City's dune system.

Anchor Qea: $333,232 ($24,376 for project management; $23,411 for field data collection and data analysis; $32,071 for project design and permitting; $197,119 for project implementation; $56,255 for monitoring and maintenance) [*note: not specified costs per length]
Triton Environmental Services LLC: $190,485.62 ($23,988.38 for planning, survey, design, permitting; $126,296.06 for project implementation {labor to install 25,867 plants along 1 mile of fencing}; $40,201.18 for monitoring and reporting) [*note: only project implementation is specified costs per mile]
Coastal Transplants: $550 per 10-foot linear section of beach

COMPREHENSIVE PLAN GOAL
Chapter 9: Shoreline

LEGAL REVIEW
Sent to Legal:
Approved by Legal:

RECOMMENDATIONS/COMMENTS:

RFP 2023-SL03
South Padre Island Dune Restoration

Proposals must be received before:
August 17th, 2023
2:00 p.m. central time
City of South Padre Island
ATTN: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597

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GENERAL

The City of South Padre Island seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide **Dune Restoration.**

DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Proposal:

A. AGREEMENT/CONTRACT
A mutually binding legal document obligating the Firm to furnish the goods or services specified within this solicitation and obligating the City to pay for the goods as specified.

B. RESPONSE/OFFER
A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. RESPONDENT/OFFERER
The Individual, Firm or Corporation (Proposer) that considers themselves qualified to provide the products specified herein, and are interested in making an offer to provide the goods to the City.

D. CITY
The City of South Padre Island, located in Cameron County, Texas.

E. CITY COUNCIL
The elected officials of the City of South Padre Island, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. FIRM
The successful Proposer of this request for proposal.

G. PIGGYBACK CONTRACT
A contract or agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

H. PURCHASE ORDER
A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

I. REQUEST FOR PROPOSAL (RFP)
This Solicitation document issued by the City containing terms, conditions and specifications for the products to be procured.

J. VENDOR/CONTRACTOR

Person or business enterprise providing goods or services to the City as fulfillment of obligations arising from an agreement pursuant to this request for proposal.

NOTICE TO PROPOSERS

A. NOTICE

Sealed proposals are due at **2:00 p.m. on August 17th, 2023** after which time all qualified responses will be opened and acknowledged at 4601 Padre Blvd, South Padre Island, Texas 78597. Proposals received after the specified deadline will be returned unopened.

Sealed proposals shall be clearly marked with the RFP number and title and addressed to the City of South Padre Island – City Secretary. Proposals shall be delivered using one of the following:

Hand-deliver to:	**Mail to:**	**Ship to (FedEx, UPS, DHL):**
4601 Padre Blvd	4601 Padre Blvd.	4601 Padre Blvd.
South Padre Island, TX 78597	South Padre Island, TX 78597	South Padre Island, TX 78597

Potential Respondents may receive notice of solicitations from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Kristina Boburka
Shoreline Director
kboburka@myspi.org

The deadline for written questions is August 7th, 2023 **at @ 2:00 p.m.** central time. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Proposers to the best of their ability.

Proposers shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publically posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE OF IMPORTANT DATES

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP		**July 20th, 2023**
Deadline for Questions and Inquiries	2:00 PM CST	**August 7th, 2023**

Deadline for Addendum Posting on City's Website	2:00 PM CST	**August 10th, 2023**
Proposals Closing Date and Time	2:00 PM CST	**August 17th, 2023**
City's Review of Proposals		**August 2023**
Earliest Award by City		**September 2023**

D. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

E. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

F. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least $1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

STANDARD TERMS and CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this proposal, prior to the due date and time, a written addendum will be provided to all known interested Respondents. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Respondents in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the request for proposal and specifications, and posted on the City's website no later than 2:00 PM CST on August 10th, 2023. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall provide written acknowledgment of all addenda.

B. ADVERTISING and PUBLICITY

Firm shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

C. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Firm, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Firm without the prior written consent of the City. Any attempted assignment or delegation by the Firm shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there is no third party beneficiaries to the Agreement.

D. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

E. CANCELLATION or TERMINATION

a. **Termination For Cause**: In the event of default by the Firm, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Firm, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Firm's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Firm, the City may remove the Firm from the City's Vendor List and any Offer submitted by the Firm may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

b. **Termination Without Cause**: The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice.

Upon receipt of a notice of termination, the Firm shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Firm, to the extent of funds appropriated or otherwise legally available for such purposes, for all products actually delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

c. Non-Appropriation: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

d. Cancellation: The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Firm breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

F. CLAIMS

If a claim, demand, suit or other action is asserted against the Firm which arises under or concerns the Agreement, or which could have a material adverse effect on the Firm's ability to perform thereunder, the Firm shall give written notice to the City within ten (10) calendar days after receipt of notice by the Firm. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Manager, 4601 Padre Blvd, South Padre Island, TX 78597.

G. CODES, PERMITS, LICENSES

Firm shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the products delivered and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Firm shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

H. COLLUSION

Advanced disclosures of any information to any particular Respondent which gives that particular Respondent any advantage over any other interested Respondent in advance of the opening of bids, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

I. COMMUNICATION

To insure the proper and fair evaluation of this Proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal(s). Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed as provided herein.

J. CONFIDENTIALITY

In order to provide the deliverables to the City, Firm may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information,

trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Firm acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Firm (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Firm promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Firm agrees to use protective measures no less stringent than the Firm uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

K. DEFAULT

Firm shall be in default under the Agreement if the Firm (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Firm has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Respondent's Proposal, or in any report or deliverable required to be submitted by Firm to the City.

A Firm who abandons or defaults the work on the Agreement and causes the City to purchase the products elsewhere may be charged the difference in cost of products, if any, and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of commodity unless the scope of work is significantly modified.

L. DELAYS

The City may delay scheduled deliveries or other due dates by written notice to the Firm if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Firm shall negotiate an equitable adjustment for costs incurred by the Firm in the Agreement price and execute an amendment to the Agreement. The Firm must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Firm from delaying the deliveries as notified.

M. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

N. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

O. DISPUTE RESOLUTION

If either the Firm or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

P. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Q. FRAUD

Fraudulent statements by the Respondent in the Proposal or in any report or deliverable required to be submitted by the Firm to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

R. GRATUITIES

The City may, by written notice to the Firm, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Firm or any agent or representative of the Firm to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Firm, as a result of the gratuities.

S. INDEPENDENT CONTRACTOR

Nothing in this Request for Proposal is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Firm's services shall be those of an independent contractor. The Firm agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Firm shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

T. INDEMNITY

FIRM SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION,

SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

U. INFRINGEMENT

Firm represents and warrants to the City that: (a) Firm shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Firm in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Firm does not know of any basis for any such claims. Firm shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City exercises anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Firm's breach of any of the Firm's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Firm agrees that the City's specifications regarding the deliverables shall in no way diminish Firm's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Firm.

V. INSURANCE REQUIREMENTS

Upon request, Firm shall provide a copy of its insurance policies to the City.

W. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Firm(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Firm's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

X. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

Y. INVALIDITY

The invalidity, illegality or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

Z. LIABILITY

Any person, firm or corporation party to the Agreement shall be liable for all damages incurred while in the performance of the Agreement. Firm assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement to the Firm and the negligence of the Firm, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

AA. LIENS

Firm shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all products delivered under this Agreement. At the City's request, the Firm or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

BB. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable by either party.

CC. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Firm shall be sent to the address specified in the Firm's proposal or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of South Padre Island, 4601 Padre Blvd., South Padre Island, TX 78597 and marked to the attention of the City Manager.

DD. OVERCHARGES

Firm hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

EE. PAYMENT TERMS

a. **Tax Exempt Status**: The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Firm will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

b. **Invoicing Requirements**: Unless otherwise specified, all invoices shall be submitted to City of South Padre Island, Accounts Payable, 4601 Padre Island, South Padre Island, TX 78597, and issued as required by the Purchase Order or Agreement***. Each invoice must reference the unique Purchase Order number, and include the Firm's complete name and remit to address.*** If applicable, transportation and delivery charges must be itemized on each invoice.

c. **Payment Terms**: All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Firm within thirty days after acceptance of goods or services delivered, or the day of receipt of a correct invoice, whichever is later. The Firm may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Firm concerning the goods or services delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Firm and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

d. **Right To Audit**: The Firm agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Firm related to the performance under this Agreement. The Firm shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Firm are resolved, whichever is longer. The Firm agrees to refund to the City any overpayments disclosed by any such audit.

e. **Firm Pricing**: The price shall remain firm for the duration of the Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for any extraneous charges. Firm further certifies that the cost proposal has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other Respondent or with any competitor.

f. **Price Warranty**: The Firm warrants the prices quoted are not materially higher than the Firms current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Firm, or otherwise recover, any amounts paid for items materially in excess of the Firm's current prices on orders by others for like deliverables under similar terms of purchase.

g. **Travel Expenses**: All travel, lodging and/or per diem expenses associated with providing the products specified must be included in the original Proposal. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

FF. PERSONAL INTEREST

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

GG. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

HH. PROHIBITED FIRMS

The City of South Padre Island prohibits conducting business with Firms under the following conditions:

1. Respondents who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Respondent who boycott Israel. By signing and submitting this bid, Respondent certifies that:
   a. Respondent does not boycott Israel; and
   b. Respondent will not boycott Israel during the term of the agreement.

II. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

JJ. REIMBURSEMENTS

There is no expressed or implied obligation for the City of South Padre Island to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

A. REPRESENTATIONS and RESPONSIBILITIES

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City, but has supplemented this information through due diligence research and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

KK. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the solicitation due date has passed**.** Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical

inconsistencies, delete any portion of the Scope of Work, or terminate the Solicitation when deemed to be in City's best interest.

LL. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to this Request for Proposal become the sole property of the City.

MM. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Firm to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

NN. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

OO. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

PP. FIRM'S OBLIGATION

Firm shall fully and timely provide all deliverables described in this Solicitation, Firm's response must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

QQ. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in South Padre Island, Texas, and the venue for any action related to this Agreement shall be South Padre Island, Texas. All issues arising from this Agreement shall be resolved in the courts of Cameron County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

RR. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Firm or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

SS. WITHDRAWAL

Respondents may request withdrawal of a sealed Proposal prior to the scheduled opening time, provided the request for withdrawal is submitted to the City in writing.

BACKGROUND and CURRENT CIRCUMSTANCES

A. BACKGROUND

As a coastal community, the City of South Padre Island faces natural stressors towards coastal resiliency, including storm surges, sea-level rise, and erosion. Fortifying the City's coastlines has become a top priority to protect public access, infrastructure, and our economy. Strong winter tides and storms can impact the beach and dune system each year. South Padre Island relies on its dune system for erosion control and helps the beach to stabilize so it can act as our first line of defense.

B. CURRENT CIRCUMSTANCES

In 2021, the City began dune restoration efforts following an active high tide and Atlantic hurricane season in 2020. Restoration began with a mile stretch on the northern boundary of the City beaches and included placement of 2,940 linear feet of sand fencing and planting 92,000 native dune plants. From that initial dune restoration phase, the City has seen significant project success and seeks to implement additional phases within City limits.

SCOPE OF WORK

A. The City is seeking a qualified firm for all associated tasks in regard to dune restoration along the City of South Padre Island's shoreline. This includes, but is not limited to, permitting, surveying, design, installation, and maintenance of the restoration areas. Permitting includes coordination between the City and Texas General Land Office. The selected firm will be expected to prepare a multi-year phased approach for the project. All vegetation for this project must be fully sourced from South Padre Island.

B. The City is also interested in monitoring the project to quantitate he amount of sediment that is accumulated from the project's placement of sand fencing and dune vegetation. The selected firm will need to provide tracking metrics and methodology within their proposal. Multiple methods can be utilized for volume accumulation such as deposit gauges, plant growth/health, weather patterns, dune height/width, etc.

C. Proposed costs shall be estimated for all materials and labor needed to establish a 10-foot linear beachfront area, within a restoration reach of one mile. Restoration will focus on the northern two miles of the City's shoreline, but may encompass other areas within the City limits as well as mitigation needs throughout the City's dune system.

D. To best achieve consistency for the importance of coastal preservation, protection, and preventative action, the City is seeking to award a contract/agreement with an initial term of two (2) years that will become effective from the date of acceptance and approval by the City of South Padre Island. It shall remain in full force and effect with the firm's fixed contractual pricing for twelve (24) months. Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to three (3) additional one (1) years [five (5) years in total].

The renewal will follow the same terms and conditions as the original agreement; provided, however, that the unit prices under the original agreement may, by mutual consent of both parties, be increased by no more than ten (10) percent (10%) of the original agreement. In the event that a new agreement cannot be executed at the anniversary date of the original term or renewal term, the agreement may be renewed month to month until a new agreement is executed.

E. This project may be partially funded through various state and federal granting programs. The selected firm will need to be aware of any special conditions that may be required through those funding agencies.

SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content, and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 2 copies of the entire proposal, plus 1 digital copy (on CD, DVD or thumb drive).

The City of South Padre Island requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth is this RFP are addressed in a uniform manner amenable to review.

TAB A FIRM BACKGROUND

1. Briefly introduce your Firm including the number of years in business.
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable.
3. Include the same for any associate firm or sub-consultant, if applicable.

TAB B PROJECT EXPERIENCE and QUALIFICATIONS

1. Describe at least three (3) successful projects that are complementary in nature to this project. References for each project should be included (preferably other City, town or local governments in Texas that the proposer has provided services to).
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement.

TAB C METHODOLOGY and TECHNICAL APPROACH

1. Provide a narrative description of the Firms' plan to accomplish the work and services to be provided to the City.

2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective, and innovative manner.
4. Clearly identify materials and knowledge resources that the Firm will need from the City to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB D COST PROPOSAL

1. Provide a detailed cost proposal broken down by task or phase. The City may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

TAB E COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT

A copy of the City's Standard Form of Agreement (SFA) is attached to the RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

TAB F CERTIFICATION and ACKNOWLEDGEMENT PAGE

TAB G ADDENDUM ACKNOWLEDGEMENT(S), if applicable

EVALUATION and SELECTION PROCESS

The City has attempted to provide a comprehensive statement of requirements through this RFP for the work contemplated. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested goods or services.

Selection may be made of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals. Presentations and/or interviews may be conducted by one or more Proposers selected. The City reserves the right to award based on the responses received or to negotiate with any or all of the Proposers selected. Price shall be considered, but shall not be the sole determining factor. The City shall select the Proposer which, in the City's opinion, has made the Proposal most beneficial to the City for award. Should the City determine in writing and in its sole discretion that only one Proposer

is fully qualified or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The executed Agreement will incorporate all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFP.

Clarity and Quality of Proposal **Pass/Fail**

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

Firm Background	**20 points**
Project Experience and Qualifications	**30 points**
Methodology and Technical Approach	**30 points**
Cost Proposal	**20 points**
TOTAL POINTS AVAILABLE	**100 POINTS**

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the City during this process.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

EXHIBIT A: STANDARD FORM OF AGREEMENT

GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of South Padre Island**, a Texas Home-Rule Municipal Corporation (the "City"), and **Insert Contractor** (the "Contractor"), for the following work: **Insert Description of Work** as described in the Scope of Services attached as **Exhibit "A".**

ARTICLE I
PAYMENT AND TERM

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **XXXXXXX and XX/100 Dollars** (**$00,000.00**).

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit "B"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services by the following date: **.**
OR
1.4

1.5 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

ARTICLE II
CHANGE ORDERS

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

(a) City Manager Approval. When the original Contract amount plus all change orders is $50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $50,000. For such contracts, when a change order results in a total contract

amount that exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) City Council Approval. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work.

(c) Increase in Scope. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) Dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor's insurance shall list the City of South Padre Island, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "C**". Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D".**

ARTICLE V
INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VI
GENERAL TERMS

6.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.2 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

6.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Cameron County, Texas.

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

6.8 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

6.9 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.10 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.11 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.12 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

6.13 Notice. Any official notice under this Contract will be sent to the following addresses:

City of South Padre Island
Attn: City Manager
4601 Padre Blvd.
South Padre Island, TX 78597
Email@MySPI.gov

CONTRACTOR
Attn: {NAME}
{Address}
{City, State, Zip}
Email@contactor.com

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.16 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- **A.** Scope of Services
- **B.** Payment Schedule
- **C.** Insurance Requirements
- **D.** Certificates of Insurance

[NAME OF CONTRACTOR]	CITY OF SOUTH PADRE ISLAND
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

EXHIBIT C
INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- **A.** Commercial General Liability
- **B.** Business Automobile Liability
- **C.** Workers' Compensation

II. General Requirements Applicable to All Policies:

- **A.** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- **B.** Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit D; and shall be approved by the City before work begins
- **C.** Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- **D.** The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- **E.** The City will not accept "claims made" policies
- **F.** Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- **A.** General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- **B.** Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- **C.** Limits of liability must be equal to or greater than $1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000. Limits shall be endorsed to be per project.
- **D.** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- **E.** The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity

provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.

B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain

C. Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.

D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page

E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

A. Workers compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy

3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT D
CERTIFICATES OF INSURANCE

August 2023

CITY OF SOUTH PADRE ISLAND (RFP 2023-SL03)

ANCHOR QEA

South Padre Island Dune Restoration

Submitted by Anchor QEA

1217 Business Hwy 35 S
Rockport, Texas 78382
361.729.1241

August 17, 2023

Selection Committee
City of South Padre Island
4601 Padre Boulevard
South Padre, Texas 78597

Re: Statement of Qualifications for South Padre Island Dune Restoration (RFP 2023-SL03)

Dear Selection Committee:

Anchor QEA, LLC, is pleased to share our qualifications, highlighting our expertise and experience in dune restoration. As a leading environmental science and engineering firm, Anchor QEA has consistently demonstrated its commitment to preserving and enhancing coastal ecosystems through innovative and sustainable solutions. Our dedication to dune restoration, coupled with our extensive knowledge of coastal dynamics, regulatory requirements, and community engagement, sets us apart as a reliable and trusted partner in revitalizing and safeguarding our precious coastal landscapes. Key elements of the Anchor QEA team include the following:

Reviving Shorelines Through Expert Restoration

Anchor QEA's history in successfully implementing coastal resiliency and habitat restoration projects documents the core competencies needed to support this project. We offer detailed expertise at all project phases and have successfully planned, designed, permitted, and executed more than 1,500 acres of habitat planting and 4,000 acres of habitat restoration along the Texas coast. Our key personnel are highly skilled in their respective areas of expertise and exhibit a proven record of applying innovative problem solving and efficient approaches to our projects that enhance the sustainability of our vital coastal resources.

Helping Projects Succeed Through GLO Permitting

Our project team has cultivated strong partnerships with regulatory agencies governing the Texas coast, including the Texas General Land Office (GLO). Michelle Culver, our planning, design, and permitting lead, leverages invaluable expertise from her time as a staff member for GLO's Beach Access and Dune Protection Program. She has reviewed hundreds of permits for Texas dune projects to ensure compliance with local and state regulations. Michelle's intimate understanding of best practices and deep connections with GLO personnel equip her to seamlessly guide our restoration initiatives through the approval process. By tapping into her insider knowledge of Texas beach preservation rules, we can develop solutions that meet permitting requirements, while aligning with ecological and community needs.

Local Roots, Global Reach

The Rockport, Texas, operation of Anchor QEA has designed, permitted, and implemented some of the most complex habitat restoration projects along the Texas coast. The Rockport staff includes a team of specialized environmental scientists who have worked extensively in the region for more than 40 years. With Anchor QEA's 2022 acquisition of Belaire Environmental, Inc., the project team offers a deep knowledge of the Texas coast, while incorporating support from an extensive network of highly skilled and nationally renowned coastal engineers, planners, and scientists.

We look forward to working with the City of South Padre Island (City) to create a successful project together. Please contact me by phone at 361.450.6934 or by email at cbelaire@anchorqea.com to discuss any aspect of our proposal and qualifications. Thank you again for your consideration.

Sincerely,

Chris Belaire
Project Manager/Senior Scientist

Steve Cappellino
Principal-in-Charge/Principal Scientist

Table of Contents

Tab A | Firm Background

TAB A FIRM BACKGROUND

Decades of Restoration Experience

Company Data

Incorporation: Anchor QEA | 1997
Belaire Environmental | 1988

Companywide staffing: 500 (25 offices)
Texas: 28 (3 offices)

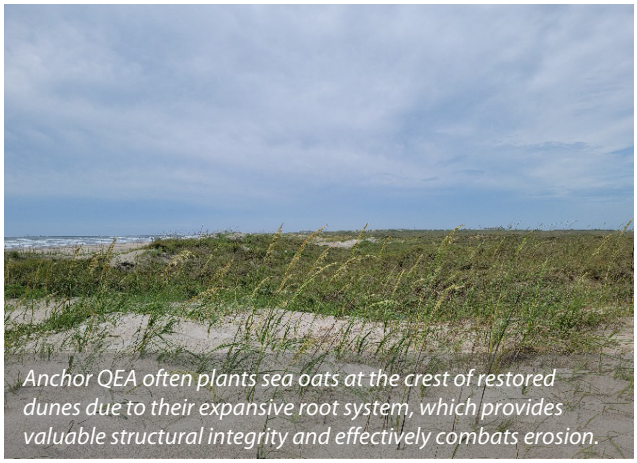
Anchor QEA (including the former Belaire Environmental team) is an environmental consulting firm specializing in coastal dune restoration and habitat creation along the Texas and Louisiana coasts. For more than 40 years, our team of experts has planned, permitted, and executed dune restoration projects to regenerate storm protection and establish crucial habitat. As a contributing member of numerous technical advisory committees, including GLO's Technical Advisor Committee for the Texas Coastal Resiliency Master Plan, USACE Environmental Advisory Board, and USACE Engineer Research and Development Center's Engineering with Nature (EWN) program, Anchor QEA offers a comprehensive understanding of coastal processes and ability to develop effective solutions that fortify Gulf Coast coastlines.

Our team has led numerous successful dune restoration projects from start to finish. We thoroughly assess sites, obtain necessary permits, create planting plans using locally sourced native plants, manage installation, and closely track project outcomes to ensure restoration goals are met. Having planned, permitted, planted, monitored, and/or constructed more than 4,000 acres of coastal habitats and planted more than 7 million native plants, we have robust experience navigating regulations and forging strong partnerships with regulatory agencies. Michelle Culver, formerly with the GLO Beach Access and Dune Protection Team, advised and monitored dune restoration projects along the entire Texas coast and used that experience, in addition to extensive research, to author the recent updates to GLO's recommendations for dune restoration projects.

Our advanced mapping capabilities allow us to develop and execute environmentally sustainable plans optimized for each unique project site.

Subconsultants

We have the in-house expertise to handle all permitting, survey, design, and implementation aspects without the need for subconsultants, though we do maintain relationships with quality subconsultants that can assist with installation and maintenance of the restored areas as needed to maximize efficiency. Anchor QEA is actively coordinating with local contractors to further refine an efficient and cost-effective approach to the project.



Anchor QEA often plants sea oats at the crest of restored dunes due to their expansive root system, which provides valuable structural integrity and effectively combats erosion.

Tab B | Project Experience and Qualifications

TAB B PROJECT EXPERIENCE AND QUALIFICATIONS

San Jose Island Restoration

Confidential Client | Aransas County, Texas

Anchor QEA was engaged by a confidential client following Hurricane Harvey in August 2017 when six barges were stranded on San Jose Island. Anchor QEA conducted damage assessments and developed a plan to remove the barges and restore approximately 35 acres of dune and wetland habitat. Following negotiations with the responsible party, Anchor QEA was retained as the subject matter expert to represent the client and played a vital role in all decision making. Anchor QEA had stop-work authority, reviewed all project documentation, developed the restoration plan and methods, coordinated permitting efforts, and provided daily construction management and oversight. The restoration plan, developed by Anchor QEA, involved the rehabilitation of all habitats within the project area, including gulf-facing dunes. All restoration activities are complete, and long-term monitoring is underway. The most recent monitoring event, conducted in April 2023, documented that restored dune habitats are stable and exhibit an average vegetative coverage of greater than 80%. Monitoring efforts include annual accretion/erosion surveys, vegetation survival and coverage surveys, drone photography and photointerpretation, and management of invasive and/or undesirable species.

Restored foredune 6 months after project completion

Adaptive management for foredune restoration that included native hay installation, bare-root planting, and sand fence installation

The sand fence successfully accreted more than 3 feet of material in less than 2 years.

Several components from the project are applicable to the proposed dune restoration at South Padre Island. In total, approximately 12 acres of dune planting occurred. Dune restoration techniques included live-root harvesting and planting of native dune species; identification, baling, transport, and installation of native hay to stabilize the dune sand and provide a seed bank of native and desirable dune species; design and installation of a semipermanent irrigation system to promote vegetation establishment; and design and implementation of adaptive management techniques to combat project impacts resulting from 2020 hurricane and flooding events. Specifically, adaptive management techniques included design and implementation of sand fencing to promote dune accretion and stability. Anchor QEA's experience with planning and maintaining Texas coast dune habitat during the San Jose Island Restoration project provides valuable insights and expertise that can be applied to dune restoration projects along the Texas coast.

Reference: *Bill Biehl, Manager – Environmental, Health & Safety | Phone: 817.390.8823 | Email: wbeihl@basspet.com*

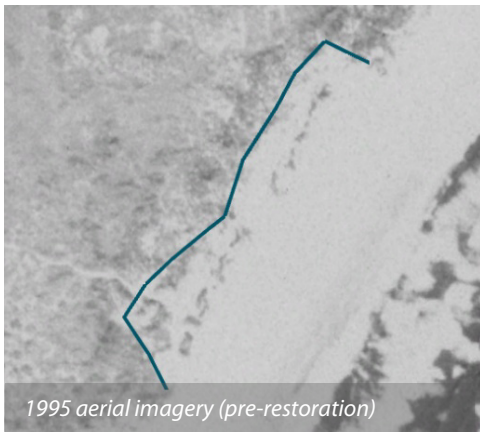
Value Added to This Project: *Anchor QEA serves a vital role in all project elements for the dune restoration project that requires the implementation of live-root dune planting, sand fence installation, and extensive adaptive management for a highly dynamic project area.*

Mustang Island State Park Dune Restoration

Texas Parks and Wildlife Department | Corpus Christi, Texas

Anchor QEA was the sole-source service provider for Texas Parks and Wildlife Department (TPWD) at Mustang Island State Park (Park). Anchor QEA worked collaboratively with TPWD staff to address dune erosion on gulf-facing dunes within the park. The area of concern included an approximately 1/2-mile stretch of unvegetated foredunes located immediately north of the Park office. Because the dune complex was unvegetated, dune sand migrated inland and exacerbated erosion to adjacent dune habitat. Anchor QEA conducted site assessments and developed several restoration alternatives designed to restore and stabilize the eroded dunes that relied on varying degrees of effort and expense. Based on the available funding and site constraints, TPWD elected to proceed with marshhay cordgrass bare-root planting along the foredune ridge and scheduled irrigation for 6 weeks following plant installation. Post-construction monitoring documented an 85% survival rate for transplanted vegetation and long-term stabilization of the dune complex. The restored foredunes have withstood numerous hurricane and tropical storm events since project implementation and currently have an average vegetative coverage of greater than 90%.
Reference: *Kendal Keyes, Regional Natural Resources Coordinator | Phone: 361.790.4086 | Email: kendal.keyes@tpwd.texas.gov*

Value Added to This Project: *Anchor QEA's experience working collaboratively with public stakeholders to develop, analyze, and implement a range of dune restoration methodologies allowed for an efficient and cost-effective approach that met the client goals. The flexibility of Anchor QEA's approach allowed the client to proactively combat erosion, even with deficient funds. When planned strategically, no effort is too small when it comes to fortifying our coastal resources.*



1995 aerial imagery (pre-restoration)

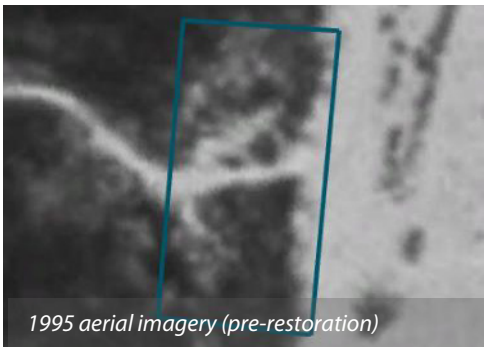
2022 aerial imagery (post-restoration)

Padre Island National Seashore Dune Restoration
Various Oil and Gas Entities | Kleberg County, Texas

Between 1990 and 2010, Anchor QEA supported numerous energy projects related to the exploration and production of natural gas at Padre Island National Seashore. Anchor QEA's contributions included surveying, planning, and permitting of temporary access routes, all of which crossed gulf-facing dunes. We were also responsible for assessing impacts to valuable coastal habitats and developing restoration plans for multiple project sites, including numerous BNP Petroleum, Duke Energy, Texas Eastern Transmission, Bright and Company, American Exploration Company, Cinco Natural Resources Corporation, Convest Energy Corporation, Novus Oil and Gas, and Transco Pipeline pad sites and access corridors. Anchor QEA completed the planning and implementation of approximately 100 acres of wetland and dune habitat restoration over 20 years. Restoration methods varied between projects based on site conditions but generally included bare-root dune plant harvesting and installation, sand fence installation, and the use of native hay for sand stabilization and as a native seed bank. Due to the isolated geography of the project sites, dune restoration typically did not include irrigation. Therefore, various soil supplements and irrigation alternatives functioning to promote vegetation establishment and proliferation such as root stimulators, Alginure, and water-retention granules were evaluated and implemented where appropriate. Anchor QEA contributions extended beyond the initial restoration efforts, and continued work in the vicinity allowed for regular site inspections. Post-restoration monitoring and continued photographic interpretation of project sites document that restored dunes are resilient and have withstood decades of meteorological events.

Reference: *Donna Shaver, Padre Island National Seashore | Phone: 361.949.8173, ext. 226 | Email: Donna_Shaver@nps.gov*

Value Added to This Project: *Anchor QEA brings comprehensive knowledge of dune restoration for gulf-facing dunes using various techniques catered to site-specific constraints and goals.*



1995 aerial imagery (pre-restoration)

2022 aerial imagery (post-restoration)

Restored dunes at Padre Island National Seashore

Experience over the Last 3 Years

Anchor QEA has installed more than 7 million native plants, including dune, wetland, and submerged aquatic vegetation species.

Our multidisciplinary team of coastal engineers, ecologists, and environmental scientists work collaboratively to develop tailored solutions that blend the principles of engineering and ecology. This integrated approach ensures restoration efforts not only withstand the test of time, but also contribute to the overall ecological health and resilience of the coastal environment.

Our team has decades of experience in Texas and along the Gulf Coast. In Texas, we have designed, permitted, constructed, and monitored coastal engineering and restoration projects from the Sabine-Neches Waterway to the Rio Grande River, including dunes, bird islands, living shorelines, breakwaters, jetties, groins, and small- and large-scale wetland and marsh habitat restoration projects, implementing fundamental techniques and focusing on EWN and Natural and Nature-Based Features (NNBF). In addition to the previously detailed San Jose Island Restoration project, our experience over the last 36 months with similar scopes and services include the following:

- Design and construction of an island and dune system from dredged material for the USACE, Mobile District
- Design and implementation of an approximate 2.2-acre dune restoration project for the University of Texas Marine Science Institute
- Implementation and monitoring of coastal habitat planting jobs in Aransas, San Patricio, and Harris counties in Texas
- Development of a specialized dune management program to preserve fragile New York barrier islands for The Nature Conservancy
- Completed various habitat surveys and permit support efforts within Cameron County, Texas
- Our project manager, Chris Belaire, has extensive expertise securing beachfront construction certificates and dune protection permits for projects on the Texas coast. He has successfully guided numerous property owners through the beachfront application process, coordinating with local and state regulators.

On-site nursery containing marshhay cordgrass harvested from San Jose Island Restoration project that was maintained prior to transplant efforts at a restored dune habitat

Michelle Culver, our planning, design, and permitting lead, is a previous GLO Beach Access and Dune Protection Program staff member, with experience in permitting, planning, and design of dune restoration projects along the Texas coast. She has reviewed hundreds of dune protection permit applications for Texas projects to ensure projects are designed in conformance with local and state beach dune rules, including projects on South Padre Island, and regularly coordinated with local governments and property owners throughout the state to provide recommendations on optimal dune restoration methods and beach dune management. She also spearheaded the updates to the *2023 Dune Protection and Improvement Manual*, which helped inform the City's recent successful dune restoration projects, and the recent amendments to the state beach dune rules, which included requirements for dune restoration projects.

The Anchor QEA Team

The bio sketches below offer a brief overview of each team member's qualifications. Full resumes for all the individuals listed here and on the organizational chart are provided in Tab H.

Chris Belaire | Project Manager

Education: BS, Biology (2014)

Value to the City

- 9 years of experience conducting field surveys, consultation, planning, and coordination with federal and state regulatory agencies related to Texas coastal resources
- 5 years of experience managing engineering and environmental projects related to coastal construction and restoration projects
- Hands-on experienced in dune restoration planning and design, permitting, and implementation

Steve Cappellino | Principal-in-Charge

Education: BS, Ecotoxicology (1990)

Value to the City

- 32 years of experience with coastal restoration, remediation, and sediment management
- Directs development of regional sediment management and beneficial reuse strategies to rebuild resilient dune habitats
- Provides a comprehensive understanding of Texas coastal morphology and dynamics from an extensive history working along the Texas coast

Ram Mohan, PhD, PE, F.ASCE | Technical Advisor

Education: PhD, Ocean Engineering (1993) | License: Professional Engineer (PE), Texas, No. 137174

Value to the City

- 34 years of coastal engineering expertise to advise on dredging, sediments, and habitat solutions
- Delivers technical insights on innovative, sustainable, and creative dune rebuilding approaches
- Provides technical guidance and quality review for all projects across the Texas coast

Dan Opdyke, PhD, PE | Planning and Design Engineer

Education: PhD, Environmental and Water Engineering (2000) | License: PE, Texas, No. 92528

Value to the City

- More than two decades of expertise in the science and policy of Texas coast restoration projects
- Technical reviewer for the USACE guidance on NNBF for coastal wetlands, reefs, and fluvial systems
- Strong interpersonal skills that build consensus among stakeholders by navigating permitting policies and mediating conflicts with property owners

Michelle Culver | Planning, Design, and Permitting Lead

Education: MS, Coastal and Marine System Science (2018)

Value to the City

- 6 years of experience researching and working with Texas beach dune systems
- 4 years of GLO experience reviewing beachfront construction certificate and dune protection permits
- Instrumental in updating state guidelines and regulations related to dune restoration projects

Bobby Forbes | Implementation, Monitoring, and Maintenance Lead

Education: High school diploma (1988)

Value to the City

- 28 years of experience implementing and/or monitoring construction projects in the natural environment along the Texas coast
- Involved with more than 200 habitat creation projects
- Extensive knowledge of live-root harvesting and transplanting in the region, including use of soil amendments, irrigation alternatives, and other adaptive management techniques

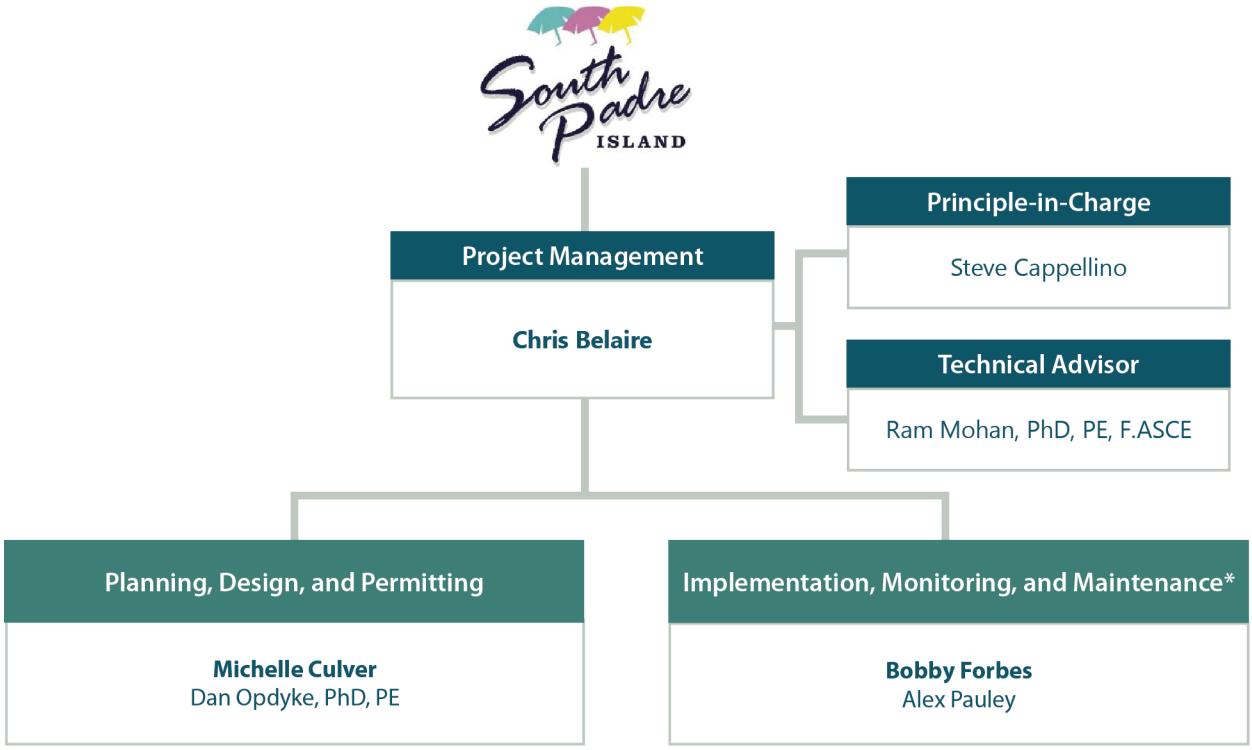
Alex Pauley | Implementation, Monitoring, and Maintenance

Education: BS, Environmental Science – Marine and Coastal Studies (2018)

Value to the City

- Serves as the lead field biologist for Texas coast habitat restoration projects
- Extensive knowledge of natural resources in the region, providing valuable expertise in developing successful habitat restoration projects
- Involved with numerous bare-root planting projects and contributes significantly to transplant methods development and identification of viable harvest sites

Organizational Chart



Notes:
Bold indicates lead staff.
*Supplementary support staff and laborers can be utilized to support planting and maintenance tasks if required.

Tab C | Methodology and Technical Approach

TAB C METHODOLOGY AND TECHNICAL APPROACH

At Anchor QEA, our focus on coastal engineering to build resilience along the Texas coast gives us valuable perspective on the natural stressors facing our region. Having contributed to recovery efforts following Hurricane Harvey in 2017 and the devastating 2020 hurricane season, we are deeply committed to protecting coastal communities by fortifying shorelines against erosion. Past dune restoration initiatives in South Padre Island, like the City's 2021 project, have played a crucial role in safeguarding this area. Michelle Culver, our planning, design, and permitting lead, was responsible for assessing the impacts of the 2020 storm events on beach dune systems throughout the state and has used that experience to advise local governments and property owners on resilient dune restoration techniques. The City's 2021 dune restoration project, which was based on GLO's updated sand fence recommendations authored by Michelle, has been highly successful in helping the dune system recover, especially in comparison to other post-storm projects that did not follow these recommendations. We aim to build on that progress by developing and executing an effective, efficient restoration plan that informs long-term strategies.

CUSTOM STRATEGY, LONG-TERM RESILIENCE

We can craft a streamlined restoration strategy customized for the local ecology that maximizes dune improvements.

With decades of experience permitting, planning, designing, and installing coastal resilience projects across Texas, our team understands the importance of enhancing native vegetation and sediment accretion to safeguard South Padre Island. By drawing on our specialized expertise in state guidelines, we can craft a streamlined restoration strategy customized for the local ecology that maximizes dune improvements. While installing native plants and fencing initially appears to be an optimal technique, we will thoroughly inspect on-site conditions and analyze data to determine if additional methods are needed to reinforce the dunes. Our collaborative approach focuses on meeting both immediate and long-term community needs. By combining field experience and scientific principles, Anchor QEA can help solidify South Padre Island's dunes, public access, infrastructure, and economy against storms for generations to come.

1 Project Management

Estimated time frame	September 2023 through project completion (estimated September 2025)
Summary of responsibilities	Anchor QEA: lead all project management aspects and develop a site-specific health and safety plan (HASP) City: attend project kickoff call
Items requested from City	Map and/or spatial data detailing proposed restoration areas

Chris Belaire will lead the Anchor QEA team and will be the City's primary point of contact. By upholding key project management principles, Chris will ensure we not only meet but exceed expectations for quality, service, schedule, and budget.

Chris will set up, coordinate, and participate in a kickoff call with the City to introduce our project team, review the goals and objectives of the proposed project, confirm tasks and deliverables and identify any adjustments, and determine methods for team communications and coordination. During this meeting, he will facilitate a discussion of project goals, priorities, and schedules so work plan preparation can begin as soon as needed to meet applicable deadlines. Once the goals and tasks have been defined, Anchor QEA will prepare for the City's review a detailed work plan outlining the tasks and schedule of deliverables. Chris will also provide monthly progress reports to the City.

Prior to initiating work, Anchor QEA will prepare a site-specific HASP in accordance with relevant safety standards. The HASP will establish lead safety representatives and all safety protocols for the duration of the project. All contributing team members will be required to adhere to the HASP to ensure the project is completed with no safety incidents.

Project Management Principles

Provide Consistent Project Communication and Team Coordination

- Communicate regularly with the City about the status of scope, budget, and tasks.
- Conduct frequent check-ins with team members to foster cross-team coordination and quickly identify and address any challenges.
- Troubleshoot potential issues with the project team and proactively develop strategies and solutions.

Develop and Track Project and Task Schedules

- Establish a mutual understanding of the scope of work and schedule during the project kickoff meeting, including a specific understanding of deliverables and project outcomes, considering interim milestones.

Proactively Manage the Budget

- Monitor budgets regularly with the help of Anchor QEA's sophisticated electronic accounting system (BST10) to ensure we control costs, identify issues early, and directly communicate solutions.
- Complete a thorough review of the budget at the onset of each task.

Ensure Quality and Consistency

- Apply a quality assurance/quality control (QA/QC) process with a focus on peer review and senior oversight, as well as editorial review by an in-house technical editor.

2 Field Data Collection and Data Analysis

Estimated time frame	October 2023 through December 2023
Summary of responsibilities	Anchor QEA: field data collection and analysis City: establish and/or verify right-of-entry; identify City-owned borrow sites, if any
Items requested from City	Location and size of available harvest sites, if any Any available beach surveys within restoration areas Documentation and/or input related to successful or unsuccessful past restoration efforts

Task 2 includes the collection and analysis of field data to support the development of dune restoration methods. Existing data (i.e., past beach surveys, data provided by the City) will be relied upon to the extent practicable, and new data documenting current-day conditions will be assessed to inform project design and determine the optimal approach to fortify stable and prolific dune habitat.

Survey, Installation, and Analysis

- Conduct site surveys and document conditions to establish baseline and inform restoration design.
- Identify and assess local harvest sites to source native dune vegetation.
- Analyze all field data to determine optimal restoration areas and strategies.

Task 2.1: Restoration Site Survey

Anchor QEA will conduct surveys at each of the proposed dune restoration sites. During survey efforts, topographic data and photographic documentation will be recorded to document current site conditions and establish baseline characteristics. Additional spatial data, such as the location of the line of vegetation and approximate mean high water line, will be recorded where necessary to facilitate project design and permitting efforts, and the composition and coverage of any existing vegetation within the proposed restoration areas will be documented. Control areas outside of the proposed restoration areas will also be selected and assessed to evaluate project success over time.

Task 2.2: Harvest Site Survey

Installation of native dune plants at the dune restoration areas will be a primary component of the project. As required in the solicitation, all vegetation will be fully sourced from South Padre Island. Anchor QEA will assess available properties with the highest likelihood to serve as harvest sites. Based on Anchor QEA's experience with similar projects along the Texas coast, bitter panicum, marshhay cordgrass, and sea oats will be the primary species to be harvested, in addition to beach morning glory, sea purslane, and seagrape, depending upon availability. Once preliminary borrow sites are identified, Anchor QEA will conduct surveys at each to determine the availability of source material, site access constraints, and other considerations to facilitate plan development.

Task 2.3: Data Analysis

Anchor QEA will postprocess all field data and analyze existing resources to determine optimal restoration areas within the identified project areas. Data will be maintained and referred to throughout the duration of the project. Postprocessed data will be used to prepare spatial files required to obtain the necessary permits and during plan development.

3 Project Design and Permitting

Estimated time frame	December 2023 through June 2023
Summary of responsibilities	Anchor QEA: restoration plan development (preliminary and final) and applicable permitting City: approval of final design
Items requested from City	Not applicable

The data and assessments from Task 2 will directly inform development of preliminary and final plans that achieve the City's goals. Leveraging Michelle's expertise in GLO guidelines and experience with prior dune restoration projects, we will evaluate and identify optimal restoration methods for this project. After assessing suitability of techniques like those outlined in the GLO *Dune Protection and Improvement Manual*, we will coordinate with the City on a data-driven preliminary plan and then integrate feedback into the final plan. This collaborative approach will ensure the customized strategy meets local ecological needs and the City's goals. With a final plan confirmed, our team will secure all required permits before project implementation. By combining on-site findings, analysis, and knowledge of suitable methods, we will craft an effective and efficient restoration plan tailored to South Padre Island's ecological and regulatory context.

Maximizing Plan Efficiency and Effectiveness

- Optimize project timing.
- Plant bitter panicum nodes.
- Apply coconut coir fiber matting.
- Apply various water retention solutions and irrigation alternatives.
- Supplement soil.

Task 3.1: Preliminary Design Development

Anchor QEA will develop a plan to harvest and install local dune plants and sand fencing within the restoration areas in a manner that complies with all applicable local and state regulations. The dune restoration plan will include details on the location, size, and configuration of the planting locations and sand fence specifications. The plan will outline harvesting protocols to collect dune vegetation in a manner that avoids impacts to existing dunes and plants within the harvest areas. Further, the size and location of the restoration areas will be designed to not adversely impact the public's ability to use or access the public beach and will be based on an optimal planting density of 1-foot centers unless further analysis suggests a different planting density. Michelle will apply her experience with reviewing beachfront construction certificates and dune protection permits for GLO to ensure the restoration plan is designed in a compliant manner that is protective of both public beach use and the existing dune system.

Sand fencing and live-root dune planting at San Jose Island

The sand fencing configuration will be designed to maximize the amount of potential sand accumulation, while also not interfering with public beach access or sea turtle nesting. The sand fencing will be configured in accordance with the guidelines in the GLO *Dune Protection and Improvement Manual* and will be placed in 10-foot segments, a maximum of 10 feet apart and at a 35° to 45° angle to the shoreline facing the prevailing wind direction unless site conditions warrant an alternative configuration. Anchor QEA will also evaluate innovative solutions to develop the most efficient and effective dune restoration project, which may include optimizing project timing, bitter panicum node planting, coconut coir fiber mats, various water retention solutions and irrigation alternatives, and soil supplements. Michelle has observed firsthand how innovative solutions, such as coconut coir fiber mats, can accelerate dune restoration and will use her accounts of the success of each method throughout the state to identify optimal techniques based on site conditions. The preliminary designs will be provided to the City for review and feedback.

Task 3.2: Final Design

Anchor QEA will coordinate with and incorporate input from the City to refine the preliminary design. The final design package will be provided to the City and include all methods for harvesting and transplanting native dune species, a detailed planting plan illustrating the location and species of transplants, and all relevant sand fence specification and installation methods.

Task 3.3: Permitting

Anchor QEA will compile all necessary application materials for a beachfront construction certificate and dune protection permit and submit a completed application to the City to be reviewed and commented on by GLO. Anchor QEA will coordinate with GLO on any necessary revisions to the permit application materials or restoration design and participate in conference calls with GLO and the City to discuss permitting requirements, as needed. Anchor QEA will coordinate with the City and GLO on the necessity of a permit for harvesting activities, and, if a permit is required, these activities will be included in the permit application for restoration activities to maximize efficiency and avoid any project delays. Michelle, our planning, design, and permitting lead, has reviewed hundreds of beachfront construction certificate and dune protection permit applications as a GLO employee and will use this expertise to facilitate the permitting process.

4 Project Implementation

Estimated time frame	September 2024 through November 2024
Summary of responsibilities	Anchor QEA: final plan execution City: freshwater source
Items requested from City	Beach access for equipment and any related conditions

Based on a preliminary review of project constraints, Anchor QEA proposes to begin implementation of the final design in September 2024 after peak tourist season. However, this estimated time frame may be adjusted during plan development as deemed necessary and dependent upon meteorological conditions. Project implementation will be phased in a manner that avoids impacts to recently planted areas, especially as it relates to sand fence installation. In total, Anchor QEA anticipates that project implementation can be completed in approximately 2 to 5 weeks, dependent on the extent of contractor support. To achieve this target duration, staff with extensive planting experience from our local office; local labor sources that have contributed to past planting efforts; and, possibly, volunteers will be relied upon. During restoration efforts, work may occur simultaneously at different work areas (i.e., harvest areas, separate restoration areas). However, an Anchor QEA representative will oversee all work and ensure a strict adherence to methods and the HASP. Anchor QEA proposes to transport material to and from restoration areas using all-terrain vehicles, where possible, and by hand or utility sled in areas where vehicle access is not feasible.

Phased Restoration Approach

- Restoration planned after peak season, with a duration of 2 to 5 weeks.
- Phased installation, local staff/labor will be utilized.
- Vegetation harvesting and transplant methods will be outlined per plan.
- There will be minimal equipment in sensitive areas, and fencing/planting will be coordinated.

Task 4.1: Material Procurement and Mobilization/Demobilization

Based on a preliminary review of project goals and anticipated restoration methods, Anchor QEA estimates project implementation can be completed within 2 to 5 weeks, dependent on the extent of contractor support. To minimize mobilization and demobilization costs and maximize production rates, Anchor QEA may rely on existing relationships with local contractors for harvesting, transplanting, and/or sand fence installation efforts. During plan development, options for volunteer opportunities that engage the public will also be evaluated. In advance of the initiation of restoration, the project team will procure materials for standard wooden slat sand fencing or comparable fencing if dictated in the final plan. If commercially procured dune plants are proposed, the plant specimen will also be obtained prior to initiation. Should the propagation of dune plants from material originating from South Padre Island be necessary based on harvest site survey results, propagated plants would be mobilized to the project site from Anchor QEA facilities.

Plants being transported from harvest site to planting site in sleds containing water to minimize root system exposure to atmosphere

Task 4.2: Plan Execution

Harvesting of vegetation is expected to occur at the onset of plan execution and will be done using methods from the GLO *Dune Protection and Improvement Manual* and detailed in the final restoration plan. Harvesting methods will be developed in a manner that will not cause adverse impacts to existing dunes and dune vegetation. Individual plants will be harvested from dense stands in a scattered pattern at intervals of no less than 2 feet. Planting units will be dug out with a shovel to capture the entire root system. Bitter panicum node clippings will also be harvested and collected from healthy plants. To maintain donor species viability, harvesting and planting efforts are anticipated to alternate such that root systems of harvested plants do not remain exposed to the atmosphere for an extended period (i.e., 5 days).

Once harvested species are collected, the project team will transplant species by hand into holes at least 6 inches deep on 1-foot centers unless the approved final plan requires otherwise. Any approved stabilization materials, water-retention solutions, soil supplements, or irrigation alternatives will be implemented at the time of the planting. Planting areas will be accessed on foot to the maximum extent practicable to minimize site disturbance. Based on meteorological conditions and methods developed and approved in the final plan, Anchor QEA may also irrigate transplants immediately upon installation.

Sand fence installation is also anticipated to start at the initiation of dune restoration. Use of equipment will be minimized to the extent practicable, and all installation methods will be reviewed and approved in the final plan. The project team will phase sand fence installation and planting activities in a manner that reduces interference with each other. Planting will occur in areas where fence installation is complete to avoid impacts or trampling of plant material and to minimize safety concerns. Photographs of the completed dune restoration project will be provided to the City, and an as-built survey can be provided upon request.

Anchor QEA environmental scientists are training in species identification and have extensive experience monitoring projects occurring in U.S. Fish and Wildlife Service-designated critical habitat. Specifically, Anchor QEA regularly contributes to construction monitoring and habitat assessment related to the piping plover for multiple gulf frontage projects. All applicable best management practices related to sea turtle and shorebird species typical of the South Padre Island beach will be implemented. Should any of the restoration activities occur during sea turtle nesting season, a qualified Anchor QEA environmental scientist will be tasked with monitoring all site ingress/egress and ensuring impacts to wildlife species are strictly avoided.

5 Monitoring and Maintenance

Estimated time frame:	Upon Task 4 completion through project completion (estimated November 2024 through September 2025)
Summary of Responsibilities	Anchor QEA: completion and documentation of all monitoring events and maintenance events and irrigation City: freshwater source and storage area for irrigation supplies (trailer, tank, etc.)
Items requested from City	Not applicable

Task 5 will proceed immediately following the completion of Task 4. The methods and scheduling of monitoring and maintenance activities will be developed in collaboration with the City prior to the completion of Task 4. For this proposal, Anchor QEA recommends restored areas be irrigated twice per week for the first 6 weeks following restoration completion. Past experience with similar restoration projects supports that irrigation is a critical factor for project success. When rainfall events occur, irrigation efforts would be adjusted as appropriate. The frequency and logistics for post-construction maintenance and monitoring will be coordinated with the City during plan development.

Maintenance and Monitoring

- Successful restoration requires continuous effort and engagement.
- Intervene as early as possible to combat any problematic circumstances.
- Creative problem solving is key to maximizing project success efficiently.

Based on preliminary plans for the project, monitoring events will occur 60 days following restoration completion and biannually thereafter unless the final plan indicates otherwise. Tasks 5.1 and 5.2 and their associated cost estimates have been developed based on the assumption that three monitoring events will occur during the first 2 years of the contract.

Due to the project's location in a highly dynamic environment, estimating maintenance requirements is challenging. Assumptions related to maintenance requirements are detailed in Task 5 subtasks but may require re-evaluation depending on the site conditions following project implementation.

Task 5.1: Post-Construction 60-Day Monitoring Event

Anchor QEA will conduct a post-construction assessment 60 days after project completion to assess plant survival and initial project success unless the final plan requires otherwise. Survival surveys will be completed using the quadrat method (i.e., 1-meter quadrats, 10-foot quadrats) or suitable equivalent, which will document a representative sample of overall project success. Quadrat locations will be established prior to the survey event to negate surveyor bias. Assessments of survival will be based on evidence of new emergent growth. If new emergent growth is not observed, subsurface investigation of select plant units may occur to determine the presence of root growth. An acceptable survival rate will be determined in coordination with the City prior to contract negotiation. If the agreed-upon survival rate is not achieved, Anchor QEA will work collaboratively with the City to determine appropriate adaptive management approaches, which may include extended irrigation periods, supplemental planting, etc.

An Anchor QEA staff member collecting topographic data

During the 60-day monitoring event, Anchor QEA will also assess sand fence condition and repair sand fencing as necessary. For this submittal, anticipated repairs will not exceed $1,500 in material cost.

Following the 60-day monitoring event. Anchor QEA will prepare documentation detailing the survey results, maintenance activities, and any recommendations.

Task 5.2: BiAnnual/As-Needed Monitoring Event(s)

Anchor QEA will continue to monitor the dune restoration areas biannually unless stated otherwise in the final plan. For this proposal, Anchor QEA assumes no more than three monitoring events (including the 60-day survival survey) will occur following restoration completion and within the first 2 years of the contract. Should the City elect to extend the initial contract, monitoring would continue to the extent requested by the City. Agreed-upon methods will be relied upon to determine if plant material is naturally expanding or, at minimum, remaining stable. If meteorologic events (i.e., hurricane, storm surge event) occur following Task 4, Anchor QEA will adjust the monitoring schedule, as necessary, to quickly assess damages to restored areas. During biannual monitoring events, both qualitative and quantitative data will be recorded to document project success. Data to be recorded may include, but is not limited to, representative sub-centimeter accuracy surveying of dune topography, vegetation composition and coverage, photographic documentation, drone imaging, and deposit gauge readings. Monitoring methods will be coordinated with and approved by the City. Documentation of the monitoring events will be provided to the City after each monitoring event if requested.

Task 5.3: Maintenance

Maintenance of the restored areas will occur concurrently with Task 5.2. During monitoring events, Anchor QEA will also assess the condition of the sand fencing and repair or remove sand fencing segments as needed. The GLO *Dune Protection and Improvement Manual* recommends sand fencing be removed or repaired once it becomes at least 50% buried in sand, is damaged, or is no longer functioning. Damaged sand fencing will be repaired, if possible, and will be removed if repairs are not feasible. If any sand fencing becomes at least 50% buried during the term of the contract, Anchor QEA will coordinate with the City to determine the appropriate approach for removal. For this proposal, maintenance of sand fencing will not exceed $1,500 in supplies per event.

A description of maintenance activities and any future recommendations will be included as part of the monitoring reports prepared in Task 5.2. Anchor QEA is also pleased to coordinate increasingly robust maintenance (i.e., long-term irrigation, supplemental planting, sand fence relocation or entire removal, expansion of restoration areas) with the City outside this scope of work.

Tab D | Cost Proposal

TAB D COST PROPOSAL

Labor Categories	Task 1: Project Mangament	Task 2: Field Data Collection & Data Analysis	Task 3: Project Design & Permitting	Task 4: Project Implementation	Task 5: Monitoring & Maintenance	Total
Labor	$24,376	$21,735	$32,071	$141,028	$28,213	$247,423
Travel & Reimbursables	$0	$1,676	$0	$56,091	$28,042	$85,809
Total	**$24,376**	**$23,411**	**$32,071**	**$197,119**	**$56,255**	**$333,232**

Tab E | Comments/Changes to Standard Form

TAB E COMMENTS/CHANGES TO STANDARD FORM

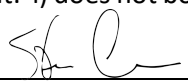
Anchor QEA has reviewed the terms and conditions in the sample Standard Form of Agreement contained in Exhibit A of the RFQ and proposes the following changes:

1. Strike Article V Indemnification and Release, Item 5.1. Both Parties mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
2. Strike Article V Indemnification and Release, Item 5.2. Indemnification and Release not in align with Design Professional services. Please provide revised language for review. Thank you.

Tab F | Certification and Acknowledgement

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By:  Title: Steve Cappellino

Typed Name: Principal Scientist Company Name: Anchor QEA, LLC

Phone No.: 949.334.9620 Fax No.: None

Email: scappellino@anchorqea.com

Bid Address:	1217 Business Hwy 35 S	Rockport	Texas	78382
	P.O. Box or Street	City	State	Zip
Order Address:	1217 Business Hwy 35 S	Rockport	Texas	78382
	P.O. Box or Street	City	State	Zip
Remit Address:	1217 Business Hwy 35 S	Rockport	Texas	78382
	P.O. Box or Street	City	State	Zip

Federal Tax ID No.: 91-1851322

DUNS No.: 019117246

Date: August 17, 2023

Tab G | Addendum Acknowledgement

ADDENDUM NO. 1

Date: 14 August 2023
Project: South Padre Island Dune Restoration

Prospective proposers are hereby notified of the following clarifications to the Request for Proposals packet (RFP 2023-SL03).

I. QUESTIONS/CLARIFICATIONS

A. **Are any professional service license (i.e. PE, RPLS/LSLS, etc.) required to complete the work?** *No.*

B. **Will property owner permission be required for planting activities of sand fence installation?** *No.*

C. **The requirement that all plant material be sourced from South Padre Island was not included in the last solicitation. Is live specimen harvesting the only acceptable method or can plant material be harvested at South Padre Island then propagated away from the Island?** *Plant material can be harvested and propagated away from the Island.*

D. **Are there restrictions on what properties plant material can be harvested from? Is harvesting from the below properties acceptable?** *Permission to harvest from property owners would be required.*
   1. **Private parcels with landowner permission**
   2. **County/City property (i.e. existing right-of-way, parks, easements, etc.)**
   3. **Dune areas seaward of the historic building line**

E. **Does the City anticipate that the dunes will be irrigated until established? If yes, does the City anticipate performing the irrigation or will the City expect the contractor to irrigate?** *The dunes would need to be irrigated until established. The selected company would be responsible for irrigation.*

Please acknowledge receipt of this addendum in the appropriate place in your submission.

_____ 08/17/2023

Name **Date**

Tab H | Resumes

Chris Belaire

Project Manager

Chris is a senior scientist and project manager with more than 9 years of experience in permitting, design, and construction oversight projects along the Texas coast. He has strong project management credentials, having managed numerous waterfront projects that include coastal development, dune restoration, wetland creation and restoration, and shoreline protection. Chris has led permitting and design projects for several municipalities and private clients and has a positive rapport with various state and federal agencies. He is well versed working collectively with political stakeholders to develop and execute projects addressing a wide variety of environmental and administrative considerations. Chris' hands-on approach at every level of production allows for efficient communication with clients, close adherence to scheduling and budget considerations, and a comprehensive project management program. He is experienced working with a multitude of project management tools and can work collaboratively with his clients to address all project needs and reporting requirements.

Education

BS, Biology, University of Arkansas, 2014

Certification/Training

Richard Chinn Environmental Training, Inc., 40-hour Wetland Delineation certified

PSMJ Resources, Inc., A/E/C Project Management Bootcamp

First aid, CPR, and AED certified

Relevant Project Experience

San Jose Island Restoration, Confidential Client, Aransas County, Texas

Chris served as the project manager and landowner representative overseeing all project planning, documentation, and implementation. He provided subject matter expertise to the landowner related to coastal morphology, USACE permitting, and habitat creation and restoration. Chris was instrumental to the development of restoration and construction methods for the rehabilitation of barrier island wetland, high marsh, and dune habitat. He led the daily oversight of all ongoing construction activities and all reporting requirements. He was responsible for meeting daily monitoring and reporting guidance and remains actively involved with long-term monitoring efforts. The project's location along the Texas coast provides valuable experience in developing adaptive management techniques, including sand fence design and installation, irrigation alternatives, and soil supplements, in a highly dynamic coastal environment.

Wetlands Education Center Dune Restoration, University of Texas Marine Science Institute, Port Aransas, Texas

Chris served as the project manager for the restoration of dune habitat located within a dune/wetland complex that was previously designed and implemented by the firm. Chris oversaw the surveying of habitat types and determined the extent of invasive species within the project area. He led all planning and design efforts and provided a multitude of project alternatives to address invasive species within dune habitat. Chris worked closely with the client to thoroughly assess project alternatives and developed a final project design that considered numerous project constraints and met the client's dune restoration goals. He also facilitated the agreement between the client and TPWD that allowed the project team to use Mustang Island State Park as a harvest site for native and desirable dune species.

Dune Protection Permitting for Beachfront Development, Infra Tech Ventures, Corpus Christi, Texas

Chris served as project manager overseeing all environmental analysis and coordination for an approximately 12-acre beachfront site on Mustang Island. Past work included completion of a wetland delineation, providing guidance related to a mixed use development, and coordination with the USACE related to an Approved Jurisdictional Determination, Individual Permit Application, and a detailed permittee responsible mitigation plan. Chris' management of the project has persisted through changes to property ownership and contributes a wide variety of environmental expertise. Recent project work includes the coordination of a determination of need for a dune protection permit, extensive coordination and collaboration with GLO and the local Beach Management Advisory Committee, and local coordination for a beachfront construction certificate. In 2023, Chris successfully obtained a determination of need indicating that the project could be successfully completed with no dune permit required.

Bean Tract Mitigation, Calhoun Port Authority, Point Comfort, Texas

Chris served as environmental scientist for a proposed low and high marsh mitigation project located at Calhoun Port Authority-owned land in Port Lavaca/Point Comfort for permitted impacts to sensitive resources. He assisted in the development of a 12-Step Mitigation Plan and the use of USACE iHGM Wetland Functional Assessment guidelines to determine the appropriate mitigation ratios. Specific project contributions included input, guidance, and design of planting operations, and completion of a pilot planting test to identify adequate source material, suitability of substrate to support live-root planting, and evaluation of various soil amendments and irrigation alternatives.

Steve Cappellino

Principal-in-Charge

With more than 30 years of experience, Steve is a principal scientist with experience leading multidisciplinary environmental assessment projects in terrestrial and aquatic matrices. He leads multidisciplinary teams conducting surveys, engineering, permitting, and construction oversight for both small and complex shoreline regeneration projects. Steve leverages his expertise in sediment management and beneficial reuse to rebuild protective dune systems through innovative dredged material solutions. Steve is a sediment management expert who led development of several regional long-term sediment management strategy documents for USACE and is a national leader in the field of dredge material management and beneficial reuse of dredged material.

Education

BS, Environmental Science,
Western Washington University (1990)

Relevant Project Experience

Lower Coast Beneficial Use, GLO and Ducks Unlimited, Calhoun County to Cameron County, Texas

Steve is assisting Anchor QEA's participation in a beneficial use (BU) of dredged material restoration project that includes identifying and prioritizing sites; 10% designs and cost estimates for 16 sites; and 60% designs, cost estimates, and permit applications for five sites. Restoration types include estuarine marsh, bird islands, beaches, tidal flats, and seagrasses.

Colorado Lagoon Ecosystem Restoration, City of Long Beach, Long Beach, California

Steve has been the principal-in-charge and lead scientist for this project for more than 10 years. The multiple phases of this project include stormwater diversions, green stormwater collection, treatment and reuse, water quality improvement, coastal restoration, and wastewater reuse for irrigation. Initial phases of this project focused on wastewater and stormwater diversions and retrofits. The next phase focused on lagoon sediment remediation and recontouring to create improved habitat and seagrass areas. The final, and current, phase will include replacing an underground culvert with an open-channel connection to Alamitos Bay and the Pacific Ocean. This phase will include building two bridges, rerouting more than 12 utilities, including the installation of a sewer siphon under the channel and developing recreational facilities, which are all irrigated using treated wastewater.

Upper Newport Bay Big Canyon Restoration, City of Newport Beach, Newport Beach, California

Steve is currently supporting a restoration effort for this marsh area located in upper Newport Bay. Surface runoff from adjacent streets has resulted in silt and contaminants flowing into the marsh habitat, degrading its value. This project will include installing catch basins to settle out particles and a treatment marsh system to remove contaminants before they enter Newport Bay.

Peninsula Beach Sand Management, City of Long Beach, Long Beach, California

Steve is the program manager for a multiphase sand management study at Peninsula Beach near the entrance to Alamitos Bay. A feasibility study was conducted to evaluate management alternatives, and an innovative approach for nourishment was selected for pilot study testing. A full-scale pilot study was conducted using a mobile hydraulic system to back pass sand along the beach, replacing the use of excavators and trucks. This project was completed in spring 2020. Steve's role on this project was to serve as both the technical development lead and the public outreach representative to lead the public meeting with local residents and councilmembers.

Port-Specific Sediment Management Plans and CAD Site Development, Ports of Los Angeles and Long Beach, California

Steve developed long-term sediment management plans to document the internal processes for managing contaminated sediment sites associated with total maximum daily load implementation at both ports. Each plan covers issues, such as site characterization, agency review, internal coordination, dredging best management practices, and available permitting strategies. One of these management options is the development and permitting of a CAD site for sediment management at the Port of Long Beach.

Ram Mohan, PhD, PE, F.ASCE

Technical Advisor

Ram directs Anchor QEA's coastal resiliency practice and has more than 34 years of experience in coastal engineering and dredging related to ecosystem restoration. He provides technical and quality review of projects, including many pioneering ecosystem restoration projects across the United States: Nueces Delta Shoreline Protection and Restoration, Dagger Point Coastal and Marine Habitat Protection and Restoration, Hancock County Marsh Living Shoreline, Mississippi Restoring Living Shorelines and Reefs, and Houston and Galveston Marshes. Ram is the engineer-of-record for many of Anchor QEA's Gulf Coast restoration projects and is leading an innovative wetland restoration concept to restore degraded marshes in the Brunswick Estuary (Georgia).

Ram is an adjunct professor of coastal engineering at Texas A&M University and directs its Center for Dredging Studies, where he has been teaching ecosystem restoration for 25 years as part of the annual dredging short course. He was editor of the *Journal of Marine Environmental Engineering* from 2015 to 2020 and served on the editorial board of USACE international guidance on "Natural and Nature-Based Features" for coastal and fluvial flood risk management, as well as on the editorial board of USACE guidance for "Thin Layer Placement of Dredged Material for Ecosystem Restoration." Ram is leading Anchor QEA's USACE ERDC national program on EWN and sits on the National Academy of Sciences Marine Board.

Education

PhD, Ocean (Coastal and Dredging) Engineering, Texas A&M University (College Station), 1993

MS, Ocean (Marine Geotechnical) Engineering, University of Rhode Island, Kingston, 1990

BS, Naval Architecture, Cochin University of Science and Technology, India, 1988

Certification/Training

PE, Texas, No. 137174

Relevant Project Experience

NNBF and EWN, USACE ERDC, Nationwide

Ram is collaborating with USACE ERDC and leading Anchor QEA's team supporting development of the USACE's national technical guidance on NNBF. NNBF is part of the USACE EWN program, intended to provide guidance to USACE Districts throughout the United States on topics related to coastal protection and climate change adaption and resiliency using natural tools and techniques. As part of this work, he directs applied research—for various NNBF features, pros and cons, case study analysis, cost engineering, and BU of dredged material, from navigation projects—and also provides technical support during guidance development. In future phases of the project, his team will identify vulnerable coastal areas and review best applicable resiliency tools in select USACE Districts.

Nueces Delta Shoreline Protectionand Restoration, CBBEP, San Patricio County, Texas

Ram is the engineer of record, technical advisor, and QA/QC officer for this coastal protection and restoration project for the Coastal Bend Bays and Estuaries Program (CBBEP). He provides technical and QA review to mitigate shoreline erosion by constructing nearshore breakwaters that provide wave attenuation. He oversaw the development of a bay-wide hydrodynamic model to simulate annual and extreme wave conditions, which was used to engineer the breakwater system.

Dagger Point Coastal and Marine Habitat Protection and Restoration, CBBEP, Austwell, Texas

Ram is the engineer of record, technical advisor, and QA/QC officer for this coastal restoration project. The project involved low-lying coastal marshes, low bluffs, and high bluffs, all eroding due to wave action. Ram oversaw development of a coastal model that simulated wave conditions and flow velocities during storm conditions as well as annual weather conditions. Results were used to develop a low-lying coastal breakwater system to trip up the waves, providing attenuation and coastal protection.

Port of Gulfport Restoration and Expansion Program, Mississippi State Port Authority, Gulfport, Mississippi

Ram provided strategic and technical direction to a team undertaking a storm protection and resilient terminal design for the Port of Gulfport. Anchor QEA performed hydrodynamic and wave modeling to develop coastal engineering design parameters for the site. Hurricane simulations were performed using the USACE ADCIRC model and the STWAVE model. Based on this work, a terminal and shore protection system was developed for the Port's container terminal, which was constructed in 2014 and is performing well. Material from navigation dredging was used at a nearby BU site for restoring an eroded island.

Michelle Culver

Planning, Design, and Permitting Lead

Michelle has more than 6 years of experience researching and working with the beach dune system along the Texas coast. Michelle previously worked for GLO's Beach Access and Dune Protection Program, where she reviewed coastal permit applications for consistency with local and state regulations, coordinated with local governments on amendments to local beach dune plans and beach dune management issues, and spearheaded updates to the GLO *Dune Protection and Improvement Manual* and beach dune rules in the Texas Administrative Code. She also studied beach dune geomorphology at the Harte Research Institute for Gulf of Mexico Studies and has used that expertise to advise dune restoration efforts along the Texas coast.

Education

MS, Coastal and Marine System Science, Texas A&M University, 2018

BS, Environmental Science, Baylor University, 2016

Relevant Project Experience

Little Bay Restoration Initiative CEPRA Application, Aransas County Navigation District, Texas

Michelle helped develop and write an application for GLO Coastal Erosion Planning and Response Act (CEPRA) funding for a project that would use dredged material to protect an eroding shoreline and to restore rookery islands.

State Beach Dune Rule Amendments, GLO, Austin, Texas

Michelle coordinated amendments to state beach dune rules in 31 Texas Administrative Code Chapter 15. She facilitated the internal review process, drafted language for postings to the Texas Register, and developed summary documents. She also organized workshops and site meetings with local government partners to receive input on the proposed amendments and helped develop responses to public input, recommending changes to the rules as needed.

Beach Dune Educational Materials, GLO, Austin, Texas

Michelle led the effort to update the GLO *Dune Protection and Improvement Manual* and *Texas Beach Accessibility Guide* to reflect recent changes to state and federal rules and to include current best practices for dune restoration and coastal construction projects. She also coordinated with local government partners and constituents to identify education needs and developed new educational materials related to the beach dune system.

Post-Storm Response, GLO, Texas Gulf Coast

Michelle participated in the GLO's assessments of the Gulf of Mexico-facing beaches after major storm events and cataloged debris on the public beach that required removal by the state. She also helped assess and log post-storm beach and dune conditions to determine if emergency rules for construction were necessary. When GLO passed emergency rules in 2020, she was vital in assisting local government partners and property owners in interpreting and implementing the rules. Michelle also volunteered with the Texas State Operations Center on behalf of GLO.

Dune Vegetation Restoration, U.S. Environmental Protection Agency Gulf of Mexico Division, Mississippi Gulf Coast

Michelle organized and implemented dune vegetation planting and habitat restoration projects on Gulf of Mexico-facing beaches in Mississippi. She coordinated with local organizations to secure volunteers and design the planting areas and worked with U.S. Environmental Protection Agency team members to acquire funding.

Kemp's Ridley Sea Turtle Nest Site Selection, Harte Research Institute for Gulf of Mexico Studies at Texas A&M University, Corpus Christi, Padre Island, Texas

Michelle initiated and implemented a research project quantifying the nesting habitat variability of the Kemp's ridley sea turtle and investigating the connection between beach geomorphology characteristics and Kemp's ridley nesting preferences. Michelle coordinated with local stakeholders and sea turtle experts to identify data needs and to establish a research partnership and data sharing. She extracted beach geomorphology characteristics from Light Detection and Ranging -derived digital elevation models and developed statistical models to assess the significance of variables for nesting preferences.

Dan Opdyke, PhD, PE

Planning and Design Engineer

Applying more than 20 years of experience, Dan conducts surveys, analyzes data, and develops innovative solutions for rebuilding coastal habitats. Dan leverages his expertise in coastal processes and policy to design ecologically optimal approaches for erosion control and leveraging natural infrastructure. His modeling, assessments, and engineering strategies adhere to relevant regulations and incorporate stakeholder needs. Dan has a proven track record collaborating efficiently with agencies to move projects forward. His leadership provides clients with implementable, scientifically sound design packages to coastal restoration projects.

Education

PhD, Environmental and Water Resources Engineering, The University of Texas at Austin, 2000

MS, Environmental and Water Resources Engineering, The University of Texas at Austin, 1996

BS, Civil Engineering (Environmental Concentration), Virginia Polytechnic Institute and State University, 1994

Certification/Training

PE, Texas, No. 92528

Relevant Project Experience

Lower Coast BU, GLO, Ducks Unlimited, and Port of Corpus Christi Authority, Corpus Christi, Texas

Dan is managing Anchor QEA's participation in a BU of dredged material restoration project throughout the lower Texas coast that includes identifying and prioritizing sites; 10% designs and cost estimates for 20 sites; and 60% designs, cost estimates, and permit applications for 11 sites. Restoration types include estuarine marsh, bird islands, beaches, tidal flats, and seagrasses.

Texas Dredged Material Planning for Wetland Restoration, National Oceanic and Atmospheric Administration and Ducks Unlimited, Texas Coast

Dan led Anchor QEA's involvement in a multiyear and multiagency effort to select and design eight wetland restoration sites along the Texas coast. These sites will beneficially use dredged material to restore wetland losses due to relative sea level rise and erosion. Dan helped to conceptualize this project and procure funding through a Deepwater Horizon oil spill grant.

Nueces Bay Nutrient Evaluation, Texas Water Development Board, Nueces Bay, Texas

Dan was project manager and led the quantification of a nitrogen budget for Nueces Bay, including gaged and ungaged inflows, point sources, tidal exchange, groundwater inflow, deposition, denitrification, nitrogen fixation, and burial.

Texas Rookery Islands Restoration, National Audubon Society, Matagorda Bay, Texas

Dan led strategy discussions with the National Audubon Society regarding suitable funding streams for rookery island construction. Subsequently, he prepared grant application documents for submittal to National Fish and Wildlife Foundation and project description documents for use in other grant applications.

NNBF and EWN, USACE ERDC, Nationwide

Dan used his broad scientific and engineering background to serve as a technical reviewer for several chapters, including NNBF principles, performance measures, coastal wetlands, reefs, and fluvial systems. In 2021, USACE published their international guidance for NNBF for flood risk management.

Stormwater Ordinance Development and Tule Creek Stormwater Retrofit, Texas State University and GLO, Rockport, Texas

Dan serves as the project manager for Anchor QEA's involvement in coastal stormwater efforts championed by the Meadows Center at Texas State University and the GLO Clean Coast Texas program. Anchor QEA is working with stakeholders, promoting green stormwater infrastructure, and developing stormwater ordinances. Anchor QEA is also performing modeling, permitting, and design for a significant expansion of Tule Lake to capture and treat stormwater. In addition to his project management role, Dan is providing technical support for these project elements.

Bobby Forbes

Implementation, Monitoring, and Maintenance Lead

Bobby is a senior scientist with more than 30 years of experience implementing and monitoring a wide array of coastal habitat creation, restoration, and enhancement projects along the Texas coast. He has served regularly as site superintended for coastal projects and is instrumental in developing and executing effective and efficient work plans. He has led surveys and implementation operations for more than 500 site assessments, site surveys, or habitat restoration projects and is the acting safety representative responsible for assuring safe operating procedures.

Education

High school diploma, 1988

Certification/Training

SCUBA diving certified

Transportation Worker Identification Credential

First aid, CPR, and AED certified

Federal Aviation Administration-Certified Commercial Pilot for Unmanned Aerial Systems (UASs)/Drones, No. 4811001

Relevant Project Experience

Various Dune Restoration Projects at Padre Island National Seashore, Kleberg County, Texas

Bobby led numerous dune restoration projects at Padre Island National Seashore between 1990 and 2010. Projects included the restoration of dune topography and vegetation at numerous impact sites that resulted from temporary access routes for various oil and gas operations. Bobby played in integral role in developing suitable dune restoration methods and executing the developed plans. Methods used included the harvesting and planting of live-root dune species, design and installation of sand fencing, and the baling and installation of native hay material.

University of Texas Marine Science Institute, Port Aransas, Texas

Bobby led the implementation of an approximate 3 acre dune restoration job at the University of Texas Marine Science Institute Wetland Education Center located in Port Aransas, Texas. The Wetland Education Center consists of a mosaic of wetland, coastal prairie, and dune habitat that was historically constructed by Belaire Environmental, Inc. (now Anchor QEA). In the decade following construction, invasive species had begun dominating dune habitat and Anchor QEA was contracted to irradicate invasive species and establish desirable species. Bobby led the planning and implementation of invasive species treatment and construction activities for establishing dune vegetation. Methods employed on the project included the identification of harvest sites for desirable species, bailing of native hay, and installation using minimally invasive techniques to protect sensitive topographic areas.

Cedar Bayou Restoration Project Monitoring and Maintenance, Aransas County, Texas

Bobby led the construction/installation of 3 miles of wave barrier fencing and planted 3 miles of shoreline with smooth cordgrass as mitigation for the reopening of Cedar Bayou. Bobby led the monitoring effort for transplant success and harvested 31,850 planting units of smooth cordgrass from Cedar Bayou (the location of the dredge project) and planted them at the mitigation site on a 6.5-acre area.

Egery Flats Harvest and Transplant, CBBEP, Bayside, Texas

Bobby managed the entirety of this project, which consisted of client coordination, recruiting part-time laborers, topographic surveys to determine suitable planting elevations, and harvesting and transplanting 40,000 three-stem planting units of smooth cordgrass on an approximately 8-acre area. He oversaw 60-day, 6-month, and 1-year monitoring efforts of the project site. Bobby managed all field efforts of the 10-person crew, transporting crewmembers and supplies throughout the planting area.

Rincon Industrial Park Mitigation, Port of Corpus Christi Authority, Corpus Christi, Texas

Bobby led the topographic surveys, establishment of control stations, harvesting, and planting of smooth cordgrass, and 60-day monitoring for the mitigation associated with the dredging of Rincon Channel. In total, 2,607 three-stem planting units were planted during the field effort. Despite the effects of a drought and hypersaline conditions, the site remains successful.

Alex Pauley

Implementation, Monitoring, and Maintenance Lead

Alex has 5 years of experience in applied environmental science and leading field efforts for a wide array of coastal projects including habitat delineation, seagrass and oyster surveys, various forms of drone surveying, mitigation site monitoring, construction monitoring, topographic and bathymetric surveying, water quality sampling, and soil sampling along the Texas coast. Alex also contributes to the implementation of various habitat restoration and creation projects including bare-foot harvesting and planting efforts. He assists with data processing, data analysis, report preparation, and overall permitting support tasks for various project types along the Texas coast. Alex's field experience along the Texas coast provides a strong knowledge of coastal habitat communities.

Education

BS, Environmental Science, Texas A&M University, 2018

Certification/Training

First aid, CPR, and AED certified

Federal Aviation Administration-Certified Commercial Pilot for UASs/Drones, No. 4811001

Relevant Project Experience

San Jose Island Restoration, Confidential Client, Aransas County, Texas

Alex served as environmental scientist and field biologist who supported for construction monitoring and habitat restoration at a high marsh and dune habitat restoration project. He supported daily oversight of all ongoing construction activities and all reporting requirements. He was responsible for meeting daily monitoring and reporting guidance. The project's location along the Texas coast provides valuable experience in developing adaptive management techniques, including sand fence design and installation, irrigation alternatives, and soil supplements, in a highly dynamic coastal environment.

Wetland Education Center Dune Restoration, University of Texas Marine Science Institute, Port Aransas, Texas

Alex served as a lead field biologist and conducted habitat mapping at numerous preliminary harvest sites to identify native dune species and to verify adequate source volumes. He also served as the lead field biologist for habitat surveys at the project site. Surveys at the project site were completed to document overall vegetative composition, to identify all invasive and/or undesirable species and to map their extent. Work completed was critical for identifying target restoration areas and for developing preliminary restoration methods. Alex worked closely with third-party contractors and staff during project implementation and contributed to the eradication of invasive and undesirable species

Seagrass Mitigation Site Construction and Monitoring, City of Aransas Pass, Aransas Pass, Texas

Alex served as lead field biologist, construction manager, and biological monitor for a seagrass mitigation site that was excavated from land immediately adjacent to Redfish Bay, Aransas County, Texas. Alex conducted daily monitoring and oversaw excavation and grading of the mitigation site to verify that construction was consistent with design specifications. Alex led habitat mapping efforts to identify a suitable borrow site, then led harvest and transplant efforts. Following project completion, he also led long-term monitoring and maintenance efforts as required by the USACE permit.

Egery Flats Marsh Restoration, CBBEP, Bayside, Texas

Alex led the planning and preparation stage of the project by analyzing analysis resources and establish areas with the highest restoration potential and areas suitable for harvest and transplanting of smooth cordgrass. Following desktop analysis, he led extensive on-the-ground topographic surveys within the Egery Flats marsh system to identify adequate harvest and transplanting areas. He recorded and post-processed all GPS data, completed data analysis, and prepared spatial files to support project implementation. Alex also contributed to harvest and transplanting efforts during implementation and leads post-construction, long-term monitoring and reporting efforts.

Harbor Deepening and Land Expansion, Calhoun Port Authority, Point Comfort, Texas

Alex provides direct assistance to the project manager for an approximately 14-acre habitat creation project as required by the USACE permit. Past and ongoing contributions include topographic data collection to support project design, shoreline wetland delineations to support construction methods development, drone data collection for surveying and construction monitoring purposes, and active coordination with the client, contractor, and other stakeholders. Future contributions to the project will include construction monitoring of the impact site, harvest and transplant efforts for the mitigation site, and long-term monitoring and maintenance.

August 17, 2023

City of South Padre Island
ATTN: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597

Re: Letter of Transmittal, Request for Proposals (RFP) for South Padre Island Dune Restoration, RFP No. 2023-SL03

Dear City Secretary,

Triton Environmental Solutions, LLC (Triton) is a multi-disciplinary environmental consulting firm specializing in turnkey services related to habitat restoration, environmental surveying, and regulatory permitting. Triton is a woman-owned limited liability company (corporation) founded in 2017. One office, located in Rockport, Texas, accommodates nine employees. Triton is owned by the following: Andrea Binion, Royce Williams, and Gregory Binion.

Proposer's contact information:

Andrea (Andi) Binion
Triton Environmental Solutions, LLC
238 Winding Way
Rockport, Texas 78382
361-205-7655
abinion@tritonenv.com

Enclosed please find Triton's submittal package for RFP 2023 SL-03. The submittal package includes one (1) original hard copy, two (2) copies, and one (1) thumb drive digital copy. Triton acknowledges receipt of Addendum No. 1 and its signed receipt is provided in Section 7.0 Addendum Acknowledgment (Tab G) of the RFP package.

We greatly appreciate your consideration of our submittal and would be honored to assist the City with their restoration needs.

Warm Regards,

Andi Binion

TRITON ENVIRONMENTAL SOLUTIONS, LLC PROPOSAL SUBMITTAL PACKAGE

City of South Padre Island Request for Proposals No. 2023-SL03

South Padre Island Dune Restoration

August 17, 2023

Prepared for:
City of South Padre Island
4601 Padre Blvd.
South Padre Island, TX 78597

Prepared by:

TRITON ENVIRONMENTAL SOLUTIONS LLC

P.O. Box 1755
Rockport, TX 78381

abinion@tritonenv.com (361) 205-7655

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Appendices

1.0 Firm Background and Services (Tab A)

1.1 Firm Profile and Business Portfolio

Triton Environmental Solutions, LLC (Triton) provides a multidisciplinary approach to responsibly balance the needs of community growth and economic development with sound principles of environmental stewardship. This includes the implementation of various restoration initiatives including the establishment, enhancement, and preservation of essential habitats (e.g., dunes, wetlands, seagrass, native prairie, etc.) along the Texas coastal regions to improve coastal resiliency (i.e., shoreline protection, erosion control) and increase/enhance ecosystem functions and services. The Triton team is comprised of an experienced staff of project managers, environmental scientists, regulatory specialists, biologists, Geographic Information Systems (GIS) specialists, and field technicians – providing on-time and on-budget turnkey services that our clients can trust. Through our broad-based experience and technical expertise, we deliver practical solutions through a comprehensive suite of environmental and restoration services to address complex challenges and oftentimes complex environmental permitting. We are committed to providing the highest standards of quality and performance with emphasis on customer service. Our staff is constantly updating our technical knowledge of ever-changing environmental regulations and policies enabling us to deliver sound advice and predictable outcomes to our clients.

Triton has extensive experience in obtaining the environmental approvals and permits required for land and marine development. Our staff is highly experienced in sensitive natural resources (i.e., wetland, seagrass, oyster, beach-dune system) delineation, mitigation, monitoring, and restoration. Triton scientists have long-standing working relationships with the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), U.S. Coast Guard (USCG) National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS), Texas General Land Office (GLO), Texas Parks and Wildlife Department (TPWD), Texas Historical Commission (THC), Texas Commission on Environmental Quality (TCEQ), and many other local, state, and federal agencies dating back to 2005. Triton specializes in planning, design construction, and monitoring of wetlands and sensitive aquatic resources and associated habitats – including establishment, restoration, enhancement, and preservation projects. Company staff are highly skilled in both field surveying techniques as well as post-field data processing utilizing Real-Time Kinematic (RTK) and differential Global Positioning Systems (GPS) for seagrass, oyster, bathymetric and topographic mapping, High Tide Line (HTL)/Mean High Water (MHW), wetland delineations and other sensitive resource mapping efforts. Triton provides diverse solutions for both individuals and companies in the private and public sector with responsible USACE Clean Water Act and Rivers and Harbors Act regulatory planning, surveying, permitting, construction, and monitoring in environmentally sensitive areas. Triton can serve as your primary environmental restoration and permitting resource utilizing our extensive knowledge of regulatory compliance to aid you through the planning, permitting, construction, and monitoring processes.

Triton Environmental Solutions, LLC is a Historically Underutilized Business (HUB) certified (Appendix B), limited liability company founded in 2017. Triton has one office and is headquartered in Rockport, TX located at: 238 Winding Way Drive, Rockport, TX 78382. Triton's mailing address is PO BOX 1755, Rockport, TX 78381. Triton has 9 employees, and the owners include Andrea (Andi) Binion, Greg Binion, and Royce Williams. A summary of company information and key personnel can be found in Tables 1 and 2, respectively. A comprehensive list of services offered are provided in Section 1.2.

Table 1. Summary Company Information

Company Name	Triton Environmental Solutions, LLC
Company Type	Limited Liability Company
Year Established	2017
Number of Personnel in Primary Office	9
Headquarters Address	238 Winding Way Dr., Rockport, TX 78382
Mailing Address	PO BOX 1755, Rockport, TX 78381
Firm's Primary Contact Name, Title, and Office Location	Andrea Binion, President, Rockport, TX
Federal EIN Number	82-2570774
HUB Certification VID Number	1822570774600

Table 2. Personnel Summary – Triton Environmental Solutions, LLC

Key Staff	Officer Position
Andi Binion	President/Project Manager
Royce Williams	Vice President/Field Supervisor/Project Manager
Greg Binion	Vice President/Quality Assurance and Control Manager
Sam Pence	Staff Scientist & Additional Duty Safety Officer (ADSO)
Number of Project Managers	2
Number of Staff Scientists/GIS analysts	4
Number of Field Technicians	4
Number of Administrative Staff	1
Total Number of Staff	9*

*Have the ability to add staff capacity, if needed.

1.2 Company Services

The following bulleted list summarizes the suite of services Triton offers and has comprehensive knowledge in implementing:

- Section 404 and Section 10 Regulatory Permitting and Compliance
- Regulatory Permitting with Local, State, and Federal Agencies
    - U.S. Army Corps of Engineers Permitting
    - U.S. Fish and Wildlife Service Permitting
    - U.S. Coast Guard Permitting
    - Environmental Protection Agency Permitting
    - National Oceanic and Atmospheric Administration National Marine Fisheries Service Permitting
    - Texas General Land Office Permitting
    - Texas Parks and Wildlife Permitting
    - Texas Commission on Environmental Quality Permitting
    - Texas Railroad Commission Permitting
    - Texas Historical Commission Permitting
- Sensitive Natural Resources Surveying, Monitoring, Assessment, and Reporting
    - Waters of the U.S. (WOUS), Wetland Identification and Delineation
    - Seagrass Identification and Delineation
    - Oyster Reef Identification and Delineation

    - Beach-Dune Complex Identification and Mapping
- Native Habitat Restoration including Creation, Enhancement, and Preservation
- Restoration & Mitigation Construction & Site Management
- Restoration & Mitigation Construction Monitoring, As-Built Surveys, and Reporting
- Bathymetric (water-based) and Topographic (land-based) Surveys
- Geographical Information Systems (GIS) and Global Positioning System (GPS) Services
- Computer Aided Design (CAD) Services
- Ecological Evaluations and Habitat Characterization Surveys
- Threatened and Endangered Species Evaluations, Surveys, and Reporting
- Endangered Species Act Section 7 Consultation and Coordination
- High Tide Line (HTL) and Mean High Water (MHW) Tidal Boundary Surveys and Delineation
- Sediments Surveys – Sediment Profile and Depth of Sediments Analysis
- Freshwater Fisheries Surveys, Assessments, and Objective-Based Management
- Soil and Water Sample Collection for Contaminant Analysis
- Dredging, Disposal, and Beneficial Use Oversight
- 12 Step Compensatory Mitigation Planning, Design, Permitting, Construction, Monitoring, and Reporting
    - Sensitive Resources (Wetland, Seagrass, Oyster, Beach-Dune) Planning, Design, Permitting, Construction, Monitoring, and Reporting
- Preparation of Preliminary Jurisdictional Determination (PJD) and Approved Jurisdictional Determination (AJD) Forms
- Prepare Permit Drawings
- Prepare USACE Individual Permit (IP) and Nationwide Permit (NWP) Applications and Pre-Construction Notices
- Agency Coordination & Permit Strategy Development
- Desktop Review of Cultural Resources
- National Environmental Policy Act (NEPA) Regulatory Consulting
- U.S. Coast Guard Private Aids to Navigation Permitting
- Cultivated Oyster Mariculture (COM) Permitting
- Pier and Bulkhead Permitting
- Stormwater Pollution Prevention Plans (SWPPP)
- Invasive Species Management and Control

2.0 Project Experience, Qualifications, and References (Tab B)

2.1 Representative Projects – Restoration, Construction, Surveying, & Monitoring Services

Triton has executed several habitat restoration, surveying, and monitoring projects of similar scope and scale working with many state and local municipalities; including projects funded with federal and state grant programs (e.g., NOAA, GLO, TPWD). Project scopes of work have encompassed various phases from project conception and design to construction to as-built and large-scale surveying, monitoring, and reporting. Successful implementation of each project phase is critical to ensure restoration performance metrics and success criterion are attained.

Representative restoration projects include:

2.1.1 Beach Street Dune Management and Restoration; Mustang Island, Port Aransas, Nueces County, Texas

This project involved restoring approx. 15-acres of critical dune habitat. Scope of work included vegetation management via invasive species control and abatement of Brazilian Peppertree through Integrated Pest Management (IPM) and replanting with desirable native dune vegetation.

Project Point of Contact:
Katie Swanson
Stewardship Coordinator
University of Texas Marine Science Institute (UTMSI)
750 Channel View Drive
Port Aransas, TX 78387
(361) 749-3106
Katie.Swanson@utexas.edu

2.1.2 Adolph Thomae Park Shoreline Protection and Restoration Project; Adolph Thomae Jr. County Park, Rio Hondo, Cameron County, Texas

This project involved constructing a living shoreline to provide shoreline protection, stabilization, and erosion control for approx. 1,300 linear feet of Arroyo Colorado shoreline. Scope of work involved site grading and installation of Envirolok bags, then planting the site with desirable, native riparian and wetland vegetation.

Project Point of Contact:
Derek Salazar
Professional Engineer
Mott MacDonald
802 N Carancahua Street, Suite 300
Corpus Christi, TX 78401
(361) 661-3061
Derek.Salazar@mottmac.com

2.1.3 Port Aransas Nature Preserve Dune Management and Restoration; Mustang Island, Port Aransas, Nueces County, Texas

This project involved restoring approx. 60-acres of dune habitat. Scope of work included vegetation management via invasive species control and abatement of Brazilian Peppertree and White Lead Tree through Integrated Pest Management (IPM).

Project Point of Contact:
Rae Mooney
Nature Preserve Manager
City of Port Aransas
710 West Avenue A
Port Aransas, TX 78387
(361) 749-0081
rmooney@cityofportaransas.org

2.1.4 Dollar Bay and Moses Shoreline Habitat Restoration; Dollar Bay, Galveston, Galveston County, Texas

This project involved restoring and stabilizing approx. 5,423 linear feet of shoreline in Moses Lake and creating beneficial wetland habitat (vegetated terraces/islands) in Dollar Bay. Scope of work included harvesting and transplanting approx. 60,000 desirable, native wetland plants across > 5,000 linear feet of shoreline and twenty-six (N = 26) elevated planting terraces.

Project Point of Contact:
Philip Smith
Director of Habitat Restoration
Galveston Bay Foundation (GBF)
1725 Highway 146
Kemah, TX 77565
(832) 536-2258
psmith@galvbay.org

2.1.5 Nueces Delta Preserve Palustrine Wetland Establishment and Preservation; Nueces Delta Preserve, Odem, Nueces County, Texas

This project involved creating 4.0-acres of palustrine wetland habitat and preserving an additional 4.0-acres of wetlands. Scope of work included construction of a 4.0-acre wetland establishment site through site grading, berm removal, invasive species control, and planting native, desirable wetland species.

Project Point of Contact:
Jake Herring
Director of Land Conservation
Coastal Bend Bays and Estuaries Program (CCBEP)
1305 North Shoreline Blvd.
Corpus Christi, TX 78401
(361) 336-0309
jherring@cbbep.org

Representative surveying, monitoring, and reporting projects include:

2.1.6 Port of Corpus Christi Authority Channel Deepening Project and 2-Year On-call for Professional Services for Environmental Surveying; Nueces, San Patricio, and Aransas Counties, Texas

These projects involved various surveying, monitoring, and reporting for the Port of Corpus Christi Authority, including: 1) sensitive aquatic resources, wetland delineation, and endangered species surveying and reporting across N = 6 beneficial use dredged material placement areas (approx. 3,649-acres) in association with the draft environmental impact statement (DEIS) for the Corpus Christi Ship Channel Deepening Project, and 2) professional on-call services for environmental surveying (various projects).

Project Point of Contact:
Harrison McNeil
Supervisor of Environmental Permitting
Port of Corpus Christi Authority (Port Corpus Christi)
400 Harbor Drive
Corpus Christi, TX 78401
(361) 885-6672
hmcneil@pocca.com

2.1.7 Powderhorn Lake & Matagorda Shoreline Conservation Project; Powderhorn Wildlife Management Area and Matagorda Bay, Port O'Connor, Calhoun County, Texas

This project involved surveying and reporting for a living shoreline protection project funded by the TPWD and GLO. Scope of work included a wetland delineation and sensitive aquatic resources surveying and reporting for an approx. combined 791-acre project review area.

Project Point of Contact:
Joshua Carter
Vice President
Mott MacDonald
110 Wild Basin Rd S, Suite 100
Austin, TX 78746
(512) 289-3857
joshua.carter@mottmac.com

2.2 Three-Year Project Experience

Triton is a multi-faceted environmental consulting firm with a proven track record of executing complex projects (both small- and large-scale) and providing professional quality project deliverables within prescribed deadlines and budget. As illustrated in the 3-year professional services and project experience summary (Table 3), Triton has successfully implemented many projects along the Texas coast resulting in our team's comprehensive knowledge, skills, abilities, and experience with federal and state regulatory processes, city and county ordinances across a diverse suite of local habitats and site conditions.

Table 3. Summary of 3-Year Project Experience for RFP 2023-SL03 South Padre Island (SPI) Dune Restoration

Timeline	Entity	Project Description & Location
2023-Present	Mott McDonald Corpus Christi, TX	Contracted to conduct Waters of the U.S. and sensitive aquatic resources sampling for an approx. 791-acre project area associated with the Powderhorn Lake and Matagorda Shoreline Conservation Project. Texas General Land Office (GLO) & Texas Parks and Wildlife Department (TPWD) project (Powderhorn Wildlife Management Area, Calhoun County, TX).
2023-Present	Port of Corpus Christi Authority Corpus Christi, TX	2-Year Environmental Services On-Call (various tasks)
2023-Present	City of Port Aransas Port Aransas, TX	Perform dune management, maintenance, and invasive species control of Brazilian Peppertree and White Lead Tree on approx. 58-acre tract located within the Port Aransas Nature Preserve (Port Aransas, Nueces County, TX)
2023-Present	Pelican Dune Condominiums Port Aransas, TX	Contracted to perform dune restoration and mitigation project. Services include building and restoring dune complex, transplanting native vegetation, and success monitoring (Port Aransas, Nueces County, TX)
2023-Present	Port of Corpus Christi Authority Corpus Christi, TX	Developed 12-step compensatory mitigation plan and conducted Hydrogeomorphic Modeling (HGM) for permittee responsible mitigation for the Corpus Christi Ship Channel Deepening Project (Nueces and Aransas Counties, TX)
2023-Present	Mott MacDonald Corpus Christi, TX	Performed Waters of the U.S. and sensitive aquatic resource surveying and reporting for the Texas GLO Port Lavaca Coastal Shoreline Protection Project (Lavaca Bay, Calhoun County, TX)
2023-Present	State Service Company Ingleside, TX	Developed a restoration plan and conducted an after the fact Waters of the U.S. survey and construction monitoring for an unauthorized fill violation. (San Patricio County, TX)
2023	Calhoun County and Stantec Port Lavaca, TX	Performed Waters of the U.S. and sensitive aquatic resource surveying and reporting for the Port Alto Marsh Texas GLO Shoreline Protection Project (Port Alto, Calhoun County, TX)
2023	Mott MacDonald Corpus Christi, TX	Performed sensitive aquatic resource surveying and reporting for the North Beach Coastal Protection Project (North Beach, Nueces County, TX)
2023	Guadalupe-Blanco River Trust (GBRT) Seguin, TX	Established roughly 1.5 miles of ROW and performed brush clearing, range, and pastureland management of approx. 100-acres of pasture (Hogg and Goff Bayou Preserve, Calhoun County, TX)
2023	Pearl Street Land Holdings, LLC, Rockport, TX	Performed Waters of the U.S. and Approved Jurisdiction Determination (AJD) for an approx. 131-acre tract (Rockport, Aransas County, TX)
2023	Port of Corpus Christi Authority	Performed Waters of the U.S. survey and reporting for 205-acre tract (Ingleside, San Patricio County, TX)

	Corpus Christi, TX	
2023	Mott McDonald Corpus Christi, TX	Contracted to conduct Waters of the U.S. and sensitive aquatic resources sampling for an approx. 24-acre project area associated w the Swan Point Shoreline Restoration Project (Seadrift, Calhoun County, TX)
2022-Present	Key Allegro Oyster Company, Rockport, TX	Commercial Oyster Mariculture design and regulatory permitting (Aransas Bay, Aransas County, TX)
2022-Present	Live Oak Estuary, Rockport, TX	Habitat restoration and invasive species management (Giant Cane and Brazilian Peppertree) services within approx. 71-acre tract (Live Oak Estuary, Aransas County, Texas)
2022-Present	Campbell Transportation Company, Houston, TX	Bathymetric surveying and regulatory permitting services for marine dredging and transportation (Channelview, Harris County, TX)
2022-Present	Metropol, L.P. Rockport, TX	Stormwater permitting and floodplain management services for a residential development (Rockport, Aransas County, TX)
2022-Present	Blanton Builders, Inc, Victoria, TX	Stormwater permitting support for a residential development (Rockport, Aransas County, TX)
2022-Present	J.J. Fox Construction, Inc, Rockport, TX	Stormwater permitting support for various residential developments (Rockport, Aransas County, TX)
2022-2023	JM Davidson, Inc, Aransas Pass, TX	Endangered species biological monitoring, training, and compliance services for the Cedar Bayou and Vinson Slough Restoration Dredging Project (Cedar Bayou, Aransas County, TX)
2022-2023	Mott MacDonald and Shirley & Sons Construction Co., Inc, Cleveland, TX	Living shoreline construction, aquatic planting, and success monitoring for the Adolph Thomae Park Shoreline Restoration and Protection Project. Texas GLO project (Arroyo Colorado, Cameron County, TX).
2022	Port of Corpus Christi Authority, Corpus Christi, TX	Performed threatened & endangered species surveying and reporting for the 350-acre Harbor Island Berth Project (Port Aransas, Nueces, County, TX)
2022	Port of Corpus Christi Authority, Corpus Christi, TX	Performed Waters of the U.S. survey and reporting for 153.5-acre WHM tract (Ingleside, San Patricio County, TX)
2022	Mott MacDonald, Corpus Christi, TX	Performed sensitive resource surveying and reporting for a Texas General Land Office (GLO) beach nourishment project (Magnolia Beach, Calhoun County, TX)
2021-Present	Port of Corpus Christi/Mott MacDonald, Corpus Christi, TX	Providing survey planning, implementation, and reporting for various environmental surveys associated with the two-year on-call services contract (Nueces and San Patricio Counties, TX)
2021-Present	City of Port Aransas, Port Aransas, TX	Habitat management and restoration via removal, abatement, and site clearing of various invasive species

		with Charlies Pasture at Port Aransas Nature Preserve (Port Aransas, Nueces County, TX)
2021-Present	University of Texas Marine Science Institute, Port Aransas, TX	Dune management and restoration via removal, abatement, and site clearing of invasive Brazilian peppertree and native transplanting on several UTMSI properties (Mustang Island, Nueces County, TX)
2021-Present	Caracol Investors, LP, Port O'Connor, TX	Providing regulatory support for approximately 8.4-acre private waterfront residential canal subdivision, including Section 404/Section 10 permit planning, land/compensatory mitigation planning, and agency coordination (Gulf Intracoastal Waterway, Calhoun County, TX)
2021-Present	Copano Oyster Company, Bayside, TX	Commercial Oyster Mariculture design and regulatory permitting (Copano Bay, Refugio County, TX)
2021-Present	Galveston Bay Foundation, Kemah, TX	Installation of approximately 60K smooth cordgrass (*Spartina alterniflora*) transplants and perform 60-day post transplanting survival assessments for the Moses Lake Shoreline and Dollar Bay Terraces Wetland Restoration Project (Galveston County, TX).
2021-Present	CC Polymers, LLC, Corpus Christi, TX	Annual mitigation site monitoring and reporting (Corpus Christi, Nueces County, TX)
2021-Present	Melon Creek Oyster Company, Bayside, TX	Commercial Oyster Mariculture design and regulatory permitting (Copano Bay, Refugio County, TX)
2021-Present	AEP Texas, Tulsa, OK	Regulatory support for transmission line replacement across Lower Laguna Madre. Services include regulatory coordination, sensitive aquatic resources survey planning, development, implementation, monitoring, reporting, and biological monitoring and training for endangered species (Laguna Madre, Cameron County, TX)
2021-Present	Rockport Islands L.P. (De Ayala), Rockport, TX	Providing regulatory support for Islands of Rockport and Pegasus Bay private waterfront residential canal subdivisions, including Section 404/Section 10 permit planning, compensatory mitigation planning, monitoring, and agency coordination (Redfish Bay, Aransas County, TX)
2021-2022	Port of Corpus Christi/Mott MacDonald, Corpus Christi, TX	Development of endangered species, aquatic and Waters of the U.S. survey plans, survey implementation, and reporting across six beneficial use project review areas (totaling 3,649-acres approx.) to assist with development of Environmental Impact Statement (EIS) associated with Corpus Christi Ship Channel Deepening Project (Nueces & Aransas Counties, TX)
2020-2021	Texas Parks & Wildlife Department Corpus Christi, TX	Living shoreline design, aquatic planting, and success monitoring at Dagger Island Shoreline Restoration Project. Texas GLO and TPWD project (Redfish Bay, Nueces County, TX)

2021	Mott MacDonald, Corpus Christi, TX	Sensitive resource and bathymetric surveying (approx. 381-acres) and reporting for the Shamrock Island Restoration Project. Texas GLO project (Corpus Christi Bay, Nueces County, TX)
2020-Present	Brad Lomax, Corpus Christi, TX	Commercial Oyster Mariculture design and regulatory permitting (Copano & Corpus Christi Bays, Aransas & Nueces Counties, TX)
2020-Present	E2 Properties, Inc., Channelview, TX	Provide regulatory support related to commercial barge dock and shipping operation in the Houston Ship Channel (Harris County, TX)
2020	Port of Corpus Christi / Mott MacDonald, Corpus Christi, TX	Performed seagrass presence/absence survey and wetland delineation for 1,569-acre portion of north Corpus Christi Bay Shoreline (Portland, Nueces/San Patricio Counties, TX)
2020	Coastal Bend Bays & Estuaries Program, Nueces Delta Preserve, TX	Performing invasive species control services within an approximately 19-acre restoration site (Aransas County, TX).
2019-2021	West Park Municipal Utility District, Houston, TX	Obtained Nationwide Permit 27 verification, including performance of wetland delineation/Preliminary Jurisdictional Determination field work and reporting, to enhance approximately 0.57-acres of palustrine forested wetlands for Harris County Park construction.
2019-2020	Lynne Tate Real Estate, Inc., South Padre Island, TX	Perform wetland and jurisdictional determination and reporting for 11-acre site (Cameron County, Tx).
2020-2021	Coastal Bend Bays & Estuaries Program; Holiday Beach, TX	Removed 50 metric tons (275 cubic yards) of hurricane debris from critical wetland habitats in the Holiday Beach community and the Newcomb Point Unit of Goose Island State Park on the Lamar Peninsula (Aransas County, TX)
2019-Present	Delta Land Services, LLC., Port Allen, LA	Perform wetland mitigation site planning, planting and success monitoring for 72.8-acre, 4.0-acre, 1.0-acre, and 0.125-acre tidal and non-tidal wetlands (Nueces and San Patricio Counties, TX).
2019-2020	Mr. Charles Brett, Rockport, TX	Performed wetland delineation and obtained Approved Jurisdictional Determination at 47.6-acre survey area near Rockport. Obtained isolated wetland concurrence from USACE for 17 separate palustrine emergent wetlands, totaling 5.5-acres (Aransas County, TX).
2019-Present	Cheniere Energy, Inc., Houston, TX	Permitting, construction management, wetland plant installation and monitoring of 1.1-acre palustrine wetland mitigation site (San Patricio County, TX).
2019-Present	Cheniere Energy, Inc., Houston, TX	Perform seagrass site monitoring, reporting and planting for 0.4-acre seagrass restoration site (San Patricio and Nueces Counties, TX).

2019-Present	Coastal Bend Bays & Estuaries Program, Nueces Delta Preserve, TX	Perform compensatory estuarine wetland restoration/tidal flat mitigation site planning, planting and success monitoring associated with Port of Corpus Christi Authority's Oil Dock 17 Project (Nueces Delta Preserve, Rincon Bayou, San Patricio County, TX).

To sum, Triton staffs a professional team of service-focused project and field construction managers, environmental scientists, GIS analysts, and field technicians with vast experience committed to providing high-level customer service and attention to detail for our clients. Since inception, Triton has a proven track record of successful implementation of diverse environmental projects including restoration initiatives to enhance local habitats and increase coastal resiliency and ecosystem function, large-scale surveying, ecosystem monitoring, obtaining necessary permits, and in meeting accelerated project timelines as prescribed by project needs. Our professional and diverse staff can implement rapid mobilization for various project tasks.

2.3 References

Triton has executed numerous projects and provided environmental services across diverse clientele and industry leaders in both public and private sectors. Representative references include:

1. Katie Swanson
   Stewardship Coordinator, Mission-Aransas NERR
   University of Texas Marine Science Institute
   750 Channel View Drive, Port Aransas, Texas 78373
   (361) 749-3106; katie.swanson@utexas.edu
2. Jake Herring
   Director of Land Conservation
   Coastal Bend Bays & Estuaries Program
   1305 N Shoreline Blvd., Suite 205, Corpus Christi, TX 78401
   (361) 336-0309; jherring@cbbep.org
3. Harrison McNeil
   Supervisor of Environmental Permitting
   Port of Corpus Christi Authority
   400 Harbor Drive, Corpus Christi, TX 78401
   (361) 885-6672; hmcneil@pocca.com
4. Rae Mooney
   Nature Preserve Manager
   City of Port Aransas
   710 West Avenue A
   Port Aransas, TX 78387
   (361) 749-0081; rmooney@cityofportaransas.org
5. Philip Smith
   Director of Habitat Restoration
   Galveston Bay Foundation
   1725 Highway 146, Kemah, TX 77565
   (832) 536-2258 or (281) 332-3381 ext. 210; psmith@galvbay.org

6. Chemaine Koester
   Senior Project Manager, Environmental
   Mott MacDonald
   802 N Carancahua Street, Suite 300, Corpus Christi, TX 78401
   (361) 203-6920; chemaine.koester@mottmac.com
7. Joseph Moake
   Manager, Regulatory Project Development
   Cheniere Energy, Inc.
   1702 US-181 A4, Portland, TX 78374
   (361) 205-9970; Joseph.Moake@cheniere.com
8. Andrew Turner
   Principal Environmental Specialist, American Electric Power (AEP)
   212 E 6TH Street, Tulsa, OK 74119
   (918) 599-2120; ajturner@aep.com

2.4 Project Manager

Andi Binion will be Triton's designated project manager and point of contact. Andi currently serves as President of Triton Environmental Solutions, LLC and has over 18 years of experience conducting regulatory and restoration planning, permitting, construction, and monitoring projects involving agency coordination with local, state, and federal agencies. She specializes in coastal wetland and aquatic resources with extensive project management and expertise in USACE Section 404 (Clean Water Act) and Section 10 (River and Harbors Act) rules, regulations, and permitting. She also is highly skilled in the development of project plans for quantifying sensitive resources, habitat restoration, dredge/material placement, residential development, oil and gas exploration/production, and marine development. Prior to co-owning Triton, she was a project manager with Belaire Environmental, Inc. since 2005 and served as President and Director of Belaire from 2014 – 2017. Additional details regarding the project manager's education, training, experience, and applicable credentials are included in Appendix A. Project manager will office at Triton's headquarters located at 238 Winding Way, Rockport, TX 78382.

2.5 Key Personnel

In addition to project manager, the project team consists of an experienced group of staff with combined experiences across diverse expertise and subject matter.

Royce Williams (Triton) will serve as field supervisor in executing field survey, construction, and monitoring activities and manage all GIS data. Royce is an expert and seasoned field surveyor and data collection specialist with over 18 years of experience conducting environmental field investigations and restoration services; including dune, living shoreline, wetland establishment enhancement, and preservation, WOUS and aquatic surveys, utilization of survey-grade mapping equipment, habitat creation and restoration, and aquatic resources projects and construction. Royce is highly skilled in database management, GIS and ArcMap services, development of project plans for restoration projects, dredged material placement, marine development, and oil & gas production, all in accordance with Section 404 (CWA) and Section 10 (RHA) rules and regulations.

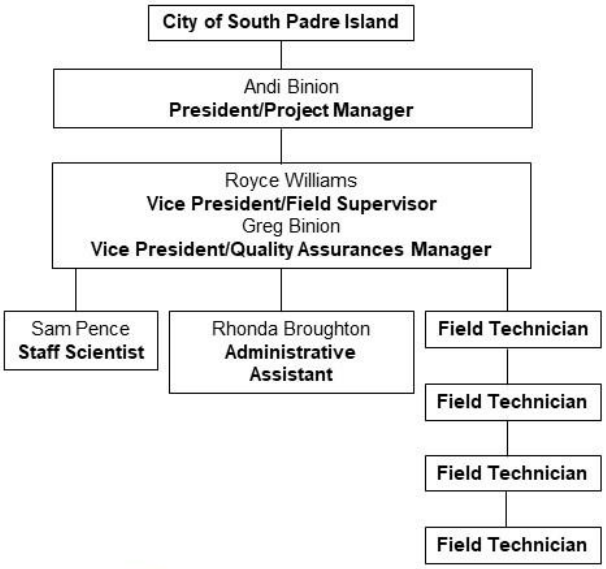
Triton's Quality Assurance and Control manager is: Greg Binion (gbinion@tritonenv.com). Triton's Additional Duty Safety Officer (ADSO) is: Sam Pence (spence@tritonenv.com).

Project key personnel, associated roles, and contact information are provided in Table 4. Resumes and additional information on project personnel, including training and experience, can be found in Appendix A.

Table 4. Summary of Key Personnel for RFP 2023-SL03 South Padre Island Dune Restoration

Team Member	Role	Firm	Contact Information
Andi Binion	Project Manager	Triton	abinion@tritonenv.com
Royce Williams	Field Supervisor	Triton	rwilliams@tritonenv.com
Greg Binion	Quality Assurance Manager	Triton	gbinion@tritonenv.com
Sam Pence	Additional Duty Safety Officer	Triton	spence@tritonenv.com

2.6 Organizational Chart



TRITON ENVIRONMENTAL SOLUTIONS LLC

P.O. Box 1755, Rockport, Texas 78381
A. Binion: (361) 205-7655; R. Williams (361) 557-1073; G. Binion (361) 683-9433

2.7 Team and Personnel Management

Triton's project leaders have numerous years' experience managing and leading diverse teams and individuals. As a company, Triton has experienced high retention and low turnover of employees and has the ability to engage various experienced and qualified temporary staff who have assisted with past restoration projects and surveys. Further, Triton would be willing to add full-time staff capacity, as needed, and typically recruits qualified candidates via science-based job boards (i.e., TAMU-Natural Resources Job Board), local professor contacts, client contacts, and perhaps most notably our annual summer internship program through accredited universities (i.e., Texas A&M, TAMU-Corpus Christi).

Triton has an established track record of assembling and managing teams in order to successfully execute large projects and work tasks within specified project timelines. As an example, the Corpus Christi Ship Channel Deepening Project highlighted our ability to manage and lead a large team across varying logistical constraints. Triton quickly mobilized a large team with a broad suite of equipment and vessels over multiple survey weeks, encountering numerous logistical constraints in complex site conditions and unpredictable weather patterns. Upon completion of the 3,650-acre survey, our team post-processed a significantly robust dataset and prepared the associated aquatic, WOUS, and T&E deliverables across six beneficial use placement areas. All deliverables were developed for, reviewed, and accepted by the USACE to support the development of the Draft Environmental Impact Statement (DEIS) for the Channel Deeping Project.

3.0 Methodology and Technical Approach (Tab C)

3.1 Work Plan Narrative and Acknowledgement of Scope of Work

It is Triton's current and historical practice to develop detailed technical work plans when scoping a project. Our technical work plans are typically formatted in a stepwise approach, so they provide our client with a road map beginning with project planning and coordination to the final project deliverable (e.g., permit, constructed restoration site, mitigation plan, report of findings, etc.).

Triton acknowledges and fully understands the scope of work, as outlined in RFP 2023-SL03, Scope of Work. Specifically, the primary scope of work is a dune restoration initiative. This project will include various work steps to achieve project completion and ultimate project success; including client coordination and planning, baseline survey and reporting, project design, obtaining the necessary permits and clearances, restoration site construction, site monitoring and reporting, and finally, site inspections, maintenance, and management.

3.2 Detailed Stepwise Work Plan Summary and Project Timelines

Triton would implement the following action items to fulfill the scope of work and/or work order requirements for RFP 2023-SL03. All action items and work steps will be coordinated and executed to meet the City of South Padre Island's prescribed project timelines.

1. **Project Planning, Development, & Client Coordination** – Triton will work with appropriate City staff to plan and develop a comprehensive dune restoration plan that aligns with the City's current dune restoration goals and objectives. This may include a phased restoration approach, but ultimately the objective will be to identify critical restoration needs, identify priority locations to target restoration efforts, set project timelines, and coordinate preferred restoration methodologies.

   As part of this work step, Triton will review available natural resource and dune restoration reference documents (e.g., GLO Dune Protection and Improvement Manual, the Cities Dune Maintenance and Management Plan, scientific literature, etc.), prior restoration efforts implemented by the City, and analyze readily available desktop data including any project boundaries provided by the client, U.S. Army Corps of Engineers' (USACE) regulations and guidance documents, relevant state and local ordinances, Texas General Land Office (GLO) resource management codes, GLO state tract boundaries, current and historical aerial imagery, historical tide data, soils data, LiDAR data, floodplain maps, National Wetland Inventory maps, United States Geological Survey benchmarks, surveyor benchmarks and other pertinent data. Examination of resource documents and all available desktop data will assist Triton refine the scope of work and assist in planning the dune restoration initiative. Triton will also seek direction from the client regarding access approvals for the survey. The information gathered will allow Triton to refine the restoration and survey plans. The restoration plan will be coordinated with the City of SPI for approval prior to implementing restoration and construction activities.

This work step will be led by the Project Manager, Andi Binion. See Table 5 for summary of project phases and work step timelines.

2. **Baseline Survey and Reporting** – Triton will conduct a baseline survey within the identified project footprint to document existing site conditions. The survey will collect representative topographic (i.e., elevation) data, delineate the seaward edge of dune vegetation, demarcate tidal boundaries including High Tide Line (HTL), Highest Astronomical Tide (HAT), and Mean High Water (MHW) lines, and identify suitable vegetative transplanting borrow areas. All survey efforts will be photo-documented. A summary report of the findings will be provided. The report will include summary data and detailed maps with HTL, HAT, and MHW, and other sensitive resource boundaries. This step will inform the project design.

The survey will be led by the Field Manager, Royce Williams and reporting by Project Manager, Andi Binion. See Table 5 for summary of project phases and work step timelines.

3. **Project Design** – With information from Steps 1 and 2 above, Triton will develop restoration project plans and computer-aided design (CAD) drawings. This will include a summary of project construction methodologies, identify restoration locations, site access, anticipated native transplant borrow areas, and provide project maps including overhead and cross-section design layouts.

This work step will be led by the Project Manager, Andi Binion. See Table 5 for summary of project phases and work step timelines.

4. **Permitting and Clearances** – All necessary state and local permits will be obtained prior to initiating any construction activities. This will include compliance with the Dune Protection Act and Cameron County Dune Protection and Beach Access Plan. Permits and approvals from the Texas GLO, the City of South Padre Island (Beach and Dune Protection Permit, Beach Use Permit), and Cameron County will be coordinated, as necessary. Work step assumes no federal authorizations, including Section 7 consultation (Endangered Species Act) will be required.

This work step will be led by the Project Manager, Andi Binion. See Table 5 for summary of project phases and work step timelines.

5. **Restoration Site Construction (Native Vegetation Planting & Sand Fence Installation)** – Several methods may be utilized to establish, restore, or repair existing dunes. As such, the restoration site will likely be constructed with a combination of approaches, employing an adaptive approach. All recommended restoration methods outlined below are commonly utilized in successful dune restoration projects at both national and local (i.e., Texas) levels. Further, all proposed methods are recommended by the GLO and are in accordance with the SPI Dune Maintenance and Management Plan. Accordingly, the proposed dune restoration construction methods include: 1) planting native vegetation, 2) installation of sand fencing, and 3) use of other readily available organic or novel materials (if applicable).

   The use of vegetation through transplanting desirable, native vegetation and installation of sand fencing will be the primary methods deployed to restore critical dune habitats. Only dune

vegetation indigenous to the area will be utilized. Preferred dune vegetation includes bitter panicum (*Pancium amarum*), sea oats (*Uniola paniculate*), and marshhay cordgrass (*Spartina patens*), although other locally sourced vegetation may be used (e.g., sea purslane (*Sesuvium portulacastrum)*, etc.). Transplants will be planted on 18-inch centers. Sea oats and bitter panicum will be planted on the leading dune seaward edge and mid to high elevations, while marshhay cordgrass will be planted on the landward slope at lower elevations. Exact transplanting species composition may be dependent on availability of locally soured vegetation. Preferred transplanting will occur in late winter – early spring (January – March), but actual planting may be dependent on client needs and timelines. Transplants will receive an initial watering shortly after transplanting to promote high survival, then weekly (as needed) for a period of 2-months.

Sand fences will be installed throughout the restoration area to build-up sand dunes by trapping wind-driven sand and to protect already established dunes and dune vegetation. Discontinuous sand fencing will be installed at pre-designated locations, spaced at 10-ft intervals and oriented to face the predominant wind direction at an approx. 35° angle. This is the recommended configuration to help protect nesting sea turtles and other wildlife. Sand fence will be constructed using approx. 3-inch posts installed on 5-foot. centers and wooden slats attached to posts fastened with 10- or 12-gauge galvanized wire. Each sand fence will span 10-ft in total length and extend approx. 3 – 4-foot above ground level. Once constructed, sand fence restoration areas will be planted with desirable, native vegetation (as outlined above).

Woody debris and other organic materials may also be utilized in dune construction. A Christmas tree collection program will be explored as a cost-effective approach to supplement the use of native vegetation and sand fences in building and restoring dune habitat.

Restoration signage will be posted throughout the dune restoration areas. The signage will serve many purposes including 1) minimize damage to restoration areas, 2) provide outreach and disseminate information about the SPI dune restoration program provide, and 3) increase public awareness and engagement.

This work step will be led by the Field Manager, Royce Williams. See Table 5 for summary of project phases and work step timelines.

6. **Site Monitoring and Reporting** – Restoration site monitoring will be conducted to evaluate restoration success and quantify performance metrics. All monitoring events will be photo-documented. Several monitoring events and associated reporting will be conducted, as follows:
    a. 60-day Post-Construction Transplant Survival Monitoring – Monitor for vegetative transplant survival between 45 – 60 post-planting. A concise summary report of findings will be provided.
    b. 6-month Post-Construction Dune Condition Monitoring – Monitor for vegetative transplant percent vegetative cover, species composition, and dune development including the height, width, and slope of newly established dunes. A concise summary report of findings will be provided.

c. 1-Year Post-Construction Dune Condition Monitoring – Same objectives as 6-month monitoring outlined above. A concise summary report of findings will be provided.
d. 2-Year Post-Construction Dune Condition Monitoring – Same objectives as 6-month monitoring outlined above. A concise summary report of findings will be provided.

The monitoring will be led by the Field Manager, Royce Williams and reporting by Project Manager, Andi Binion. See Table 5 for summary of project phases and work step timelines.

7. **Site Inspections, Maintenance, and Management** – Site inspections will be performed to help ensure the site remains in good condition and does not fall in disrepair. All maintenance inspections will be conducted semi-annually, and/or after the passage of a tropical storm. Maintenance and management activities may include the following:
    a. Repair blown down or broken sand fencing;
    b. Repair blow down or broken restoration signage;
    c. Invasive species monitoring and recommended management action.

This work step will be led by the Field Manager, Royce Williams. See Table 5 for summary of project phases and work step timelines.

Please note that the work steps outlined above assume that work teams will be able to access the restoration site with vehicles, trailers, UTV's, and other small equipment during construction, irrigation, and any future site inspections and maintenance. Triton also assumes the City will provide access to water for irrigation of transplanting units.

The pre-construction phase (planning and client coordination, baseline surveying and reporting, project design, permitting) is estimated to take approximately 6 – 12-months once notice to proceed (NTP) is authorized. Keep in mind, regulatory permitting timelines could extend beyond 12-months and are highly dependent on the nature of the activity, the number of authorizations required, and the regulatory workload. Assumes federal authorization will not be required. Restoration site construction phase (native vegetation planting and sand fence installation) is estimated to take roughly 2 – 3-months to complete. The post-construction project phase (irrigation, site monitoring and reporting, and site inspections/maintenance/management) is anticipated to take 24-months. The post-construction timeline could be reduced if site monitoring was reduced to fewer monitoring events.

Table 5. Proposed Project Timelines by Project Phase and Action Item for RFP 2023-SL03

Project Phase	Action Item	Timeline[1]
Pre-construction	Project Planning, Development, & Client Coordination	1-month
Pre-construction	Baseline Survey and Reporting	1.5-months
Pre-construction	Project Design	2-months
Pre-construction	Permitting & Clearances	3-months to 12-months[2]
Construction	Restoration Site Construction (Native Vegetation Planting & Sand Fence Installation)	3-months
Post-construction	Site Irrigation	Weekly for 8-weeks, post-construction
Post-construction	Site Monitoring and Reporting	60-days, 6-month, and annually for two (2) years (N = 4 events)
Post-construction	Site Inspections, Maintenance, and Management	Semi-annual

[1]Timeline initiated once notice to proceed (NTP) is issued. [2]Regulatory permitting timelines are highly dependent on the nature of the activity, the number of authorizations required, and the regulatory workload. Assumes federal authorization will not be required.

Triton provides the following suggestions and ideas for completing the project in an efficient, effective, successful, and innovative manner:

- Commitment to communication.
    - Regular client communication & project updates (i.e., site visits, meetings, project status emails, etc.).
    - Clear and thorough communication and documentation with the regulatory agencies.
- Commitment to meeting project schedules and deadlines.
- Pre-construction site visit and/or meeting to finalize project specifications.
- Provide the City with detailed work plan prior to construction.
- Photo document project status.
- Adaptive management will also be an important component of the overall implementation and completion of the project in a timely and efficient manner.
- Community Christmas Tree Collection Program – this would provide a free and relatively cheap resource to use as an organic base material to restore dunes. It would also provide a venue for outreach and inform the public of the City's restoration efforts and important on the dune system to coast resilience and protecting the community.
- Community Volunteer Labor Program – this would provide an opportunity to partner with local youth groups (Girl and Boy Scouts, local science-based programs, etc.) and other community members to engage in a science-based coastal resiliency restoration project.
- Education and Outreach Component – this project provides an excellent opportunity to utilize signage and potentially use of kiosks to provide important information about the restoration project, its overarching objectives, and how the dune systems provide protection to the local community.

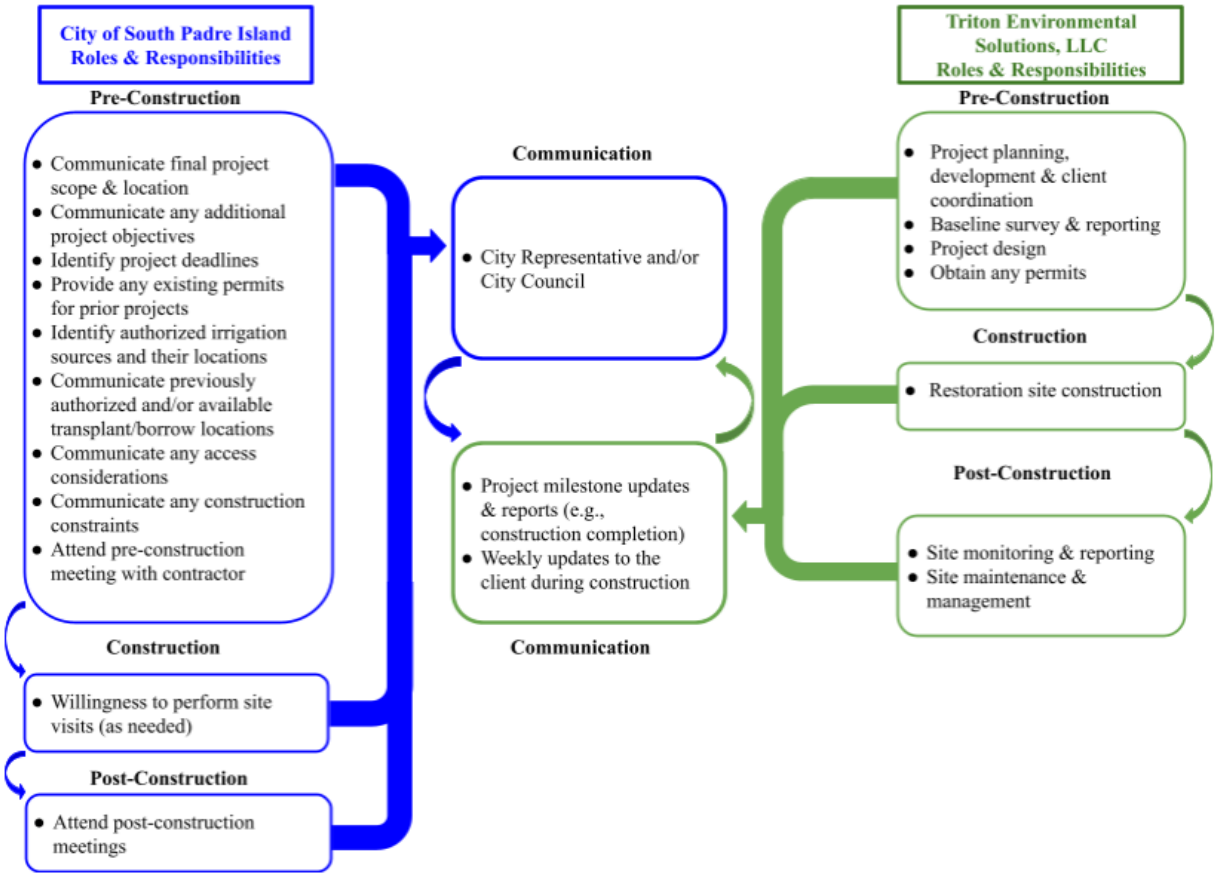
The following materials and knowledge resources will be needed by the City to complete the restoration project:

- SPI Dune Maintenance and Management Plan
- SPI Beach Access Plan
- Copies of prior reports or modeling results from prior SPI dune restoration initiatives
- Copies of current or prior permits for SPI dune restoration initiatives
- Location of water sources for irrigation
- Location of previously authorized native vegetation borrow sites

Regular progress reports will be provided to the City project manager when key decision points or milestones are achieved. These include:

- Baseline Survey Report
- Finalized Project Design
- Construction Completion
- Monitoring Survey Reports (N = 5)
- Maintenance Inspections (semi-annual)
- Weekly status emails during construction

The following flow chart outlines Triton's understanding of project roles and responsibilities of the City and Firm for the proposed project.



4.0 Cost Proposal (Tab D)

The tables below provide Triton's itemized cost proposal categorized by project phase and work task. Estimated costs for professional services are provided in Table 6. Estimated material costs and travel expenses are provided in Table 7. Triton's cost proposal total is $190,485.62; which includes $119,630.00 for professional services and construction labor and $70,855.62 for project materials and travel expenses.

Triton offers the following cost saving alternatives:

- Reduce linear feet of sand fencing (i.e., not install 1-linear mile of fencing);
- Reduce the number of irrigation events;
- Schedule site inspections to coincide with monitoring events where applicable timing presents;
- Reduce inspections from semi-annually to annually;
- Host volunteer events during the harvesting and transplanting effort(s) to increase transplanting efficiency.

Table 6. Estimated project costs by project phase and work task for professional services for RFP 2023 SL-03

Project Phase	Work Task	Estimated Costs[1]
Pre-construction	Project Planning, Development, and Client Coordination	$2,500.00
	Baseline Survey and Reporting	$9,610.00
	Project Design	$6,900.00
	Permitting and Clearances	$4,400.00
Sub-Total:		**$23,410.00**
Construction	Install Native Transplants and Sand Fencing[2]	$45,600.00
	Transplant Irrigation[3]	$17,280.00
Sub-Total:		**$62,880.00**
Post-construction	60-Day Transplant Survival Monitoring and Reporting	$4,180.00
	6-Month Monitoring and Reporting	$8,600.00
	1-Year Monitoring and Reporting	$8,600.00
	2-Year Monitoring and Reporting	$8,600.00
	Site Inspections and Maintenance[4]	$3,360.00
Sub-Total:		**$33,340.00**
Total:		**$119,630.00**

[1]Excludes expenses for material and travel, [2]Includes labor to install up to N = 25,867 planting units on 18"-centers and 1-linear mile of sand fencing (quantities may be adjusted to accommodate project needs and/or site conditions), [3]Includes N = 8 irrigation events, [4]Includes N = 4 inspections.

Table 7. Estimated project costs by project phase and work task for project materials and travel for RFP 2023 SL-03

Project Phase	Work Task	Estimated Costs[1]
Pre-construction	Project Planning, Development, and Client Coordination	$0.00
	Baseline Survey and Reporting	$578.38
	Project Design	$0.00
	Permitting and Clearances	$0.00
Sub-Total:		**$578.38**
Construction	Install Native Transplants and Sand Fencing[2]	$55,906.49
	Transplant Irrigation[3]	$7,509.57
Sub-Total:		**$63,416.06**
Post-construction	60-Day Transplant Survival Monitoring and Reporting	$1,007.65
	6-Month Monitoring and Reporting	$1,007.65
	1-Year Monitoring and Reporting	$1,007.65
	2-Year Monitoring and Reporting	$1,007.65
	Site Inspections and Maintenance[4]	$2,830.58
Sub-Total:		**$6,861.18**
Total:		**$70,855.62**

[1]Excludes costs associated with professional services, [2]Includes materials to install up to 1-linear mile of sand fencing (quantities may be adjusted to accommodate project needs and/or site conditions), [3]Includes N = 8 irrigation events, [4]Includes N = 4 inspections.

5.0 Change Requests to Standard Form of Agreement (Tab E)

Triton respectfully requests an amendment to extend mutual indemnification in the proposed Standard Terms and Conditions, Section T, page 9 of RFP 2023-SL03. Triton would greatly appreciate the extension of mutual indemnification; however, if this is a contractual sticking point, Triton would accept the City's Standard Form of Agreement, as is.

6.0 Certification and Acknowledgement Page (Tab F)

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: Andi Binion Title: President

Typed Name: Andi Binion Company Name: Triton Environmental Solutions, LLC

Phone No.: 361-205-7655 Fax No.: N/A

Email: abinion@tritonenv.com

Bid Address:	238 Winding Way	Rockport	Texas	78382
	P.O. Box or Street	City	State	Zip
Order Address:	238 Winding Way	Rockport	Texas	78382
	P.O. Box or Street	City	State	Zip
Remit Address:	P.O. Box 1755	Rockport	Texas	78381
	P.O. Box or Street	City	State	Zip

Federal Tax ID No.: 82-2570774

DUNS No.: 068570962

Date: August 17, 2023

7.0 Addendum Acknowledgement (Tab G)

ADDENDUM NO. 1

Date: 14 August 2023
Project: South Padre Island Dune Restoration

Prospective proposers are hereby notified of the following clarifications to the Request for Proposals packet (RFP 2023-SL03).

I. QUESTIONS/CLARIFICATIONS

A. **Are any professional service license (i.e. PE, RPLS/LSLS, etc.) required to complete the work?** *No.*

B. **Will property owner permission be required for planting activities of sand fence installation?** *No.*

C. **The requirement that all plant material be sourced from South Padre Island was not included in the last solicitation. Is live specimen harvesting the only acceptable method or can plant material be harvested at South Padre Island then propagated away from the Island?** *Plant material can be harvested and propagated away from the Island.*

D. **Are there restrictions on what properties plant material can be harvested from? Is harvesting from the below properties acceptable?** *Permission to harvest from property owners would be required.*
   1. **Private parcels with landowner permission**
   2. **County/City property (i.e. existing right-of-way, parks, easements, etc.)**
   3. **Dune areas seaward of the historic building line**

E. **Does the City anticipate that the dunes will be irrigated until established? If yes, does the City anticipate performing the irrigation or will the City expect the contractor to irrigate?** *The dunes would need to be irrigated until established. The selected company would be responsible for irrigation.*

Please acknowledge receipt of this addendum in the appropriate place in your submission.

Andi Binion _____ 8/15/2023

Name **Date**

8.0 Quality Assurance and Control and Safety (Tab H)

8.1 Quality Assurance and Control Program and Policy

Triton Environmental Solutions, LLC is committed to the highest standards of Quality Assurance and Control (QAC). The objectives of Triton's QAC program are to 1) protect the integrity of our client's data quality (accuracy and precision), 2) verify accuracy and quality of project deliverables, 3) maintain project budgets, 4) ensure efficient and timely delivery of task order deliverables within prescribed timelines, 5) provide professional quality deliverables (i.e., CAD drawings, GIS data, maps, figures, graphs, imagery) for use in presentations or other client needs, and 6) maintain high-level customer service focus. Triton employs several quality assurance and control methods to ensure data integrity, work quality, budget, and schedule control is maintained. These include:

- Periodic audits and inspections (monthly, at minimum) to verify:
    - Survey and data collection equipment is calibrated and/or functioning properly
    - Data servers, storage devices, and software are operating properly
    - Project budgets are in accordance with scope of work and progress milestones
    - Services and task order items and associated deliverables are completed and delivered to client by prescribed timelines
- Training programs to ensure staff is properly trained with the knowledge, skills, and abilities to fulfill job duties (i.e., operate construction equipment, specialized surveying/monitoring equipment, sub-centimeter GPS, soils analysis, etc.) and has access to the appropriate resources (e.g., safety manuals, USACE 1987 Manual, Regional Supplement, Munsell, etc.) to execute work tasks data and survey collection processes successfully and accurately.
- Development and use of SOPs, recommended guidelines, and survey/task order checklists to implement specified tasks properly and efficiently.
- Use of data management program software and data validation processes. All data entry and analysis are verified with a two-step process and consists of two independent employees including a data entry analyst and data verification analyst. Once data is entered into the electronic database management program and subsequently verified, an additional step in data validation occurs via filtration to identify and correct any outliers or errors in data recording and/or entry.
- Weekly data sever back-ups to ensure data security and integrity.
- Use of computer animated design (CAD), ArcMap GIS software, and sub-centimeter and sub-meter GPS surveying equipment. Triton utilizes the latest in computer software and GPS surveying technologies to help ensure drawings and projections are accurate and data is collected with utmost resolution, accuracy, and precision.
- Utilization of U.S. Geological Survey (USGS) benchmarks to verify GPS survey equipment accuracy prior to initiating data collection and field surveying. All USACE SOPs for use of GPS equipment are strictly adhered.
- Utilization of a rigorous internal review process for permit applications, design drawings, mitigation plans, final reports, and report deliverables such as maps, data tables, and results. All permit applications, drawings, and summary of findings and reports are subject to a thorough internal review by two independent reviewers that provide editorial and content feedback prior to finalizing. This ensures correctness and completeness and that recommendations are sound and supported by data.

- Photo documentation of each project initiative to clearly document data collection and field surveying techniques and findings.
- Use of data analysis and presentation software to generate professional quality graphs, figures, tables, and presentation materials.

Triton is committed to providing superior QAC in our products and services and will continue to implement new technologies and adaptive management processes to ensure the integrity and quality of project deliverables remain at the highest level. Triton's quality assurance and control manager is: Greg Binion (gbinion@tritonenv.com).

8.2 Safety Program and Policy

Triton Environmental Solutions, LLC is committed to a safety program that protects its staff, property, clients, subconsultants, and the public from workplace accidents. Triton has an established safety program and policy as outlined in Triton's Safety Manual (available upon request). Strict adherence to the policy by all staff is a prerequisite of employment.

Triton management supports active adherence to all safety measures by providing proper personal protective equipment (PPE), relevant training, job hazard analysis (JHA), safety inspections, standard operating procedures (SOPs), and incident reporting and investigation. Employees are responsible for adhering to all safety procedures, working safely, and enhancing any safety measures, when applicable. If an employee is not sure how to perform a task safely, he or she should ask a supervisor for guidance or help.

Triton conducts frequent (e.g., monthly – entire team, daily – when conducting field operations) safety meetings on relevant topics based on common hazards, specific jobs, or task related items. Common safety topics and training include First Aid/CPR, defensive driving, boater safety, inclement weather, heat related illness, fire prevention, ATV/UTV, small equipment operation, and emergency management procedures (EMPs). Completion of a boater safety education course is mandatory for all employees born on or after September 1, 1993, as mandated by state law.

Triton has an impeccable safety record with no reported incidents of significant nature. No prior Workers Compensation claims have been filed. Triton's Additional Duty Safety Officer (ADSO) is: Sam Pence (spence@tritonenv.com).

Appendix A. Key Personnel Resumes

Andrea N. Binion

Work Address: P.O. Box 1755, Rockport, TX 78381
Phone: (361) 205-7655; Email Address: abinion@tritonenv.com

Objective:
To be a successful regulatory environmental consultant who facilitates responsible and efficient planning, permitting and project implementation by applying a thorough understanding of environmental regulations, Geographic Information Systems (GIS), computer science and surveying methodologies, and a long-standing working relationship with private and public industry including the U.S. Army Corps of Engineers (USACE) and local, state, and federal environmental agencies.

Responsibilities:

- Assist individuals and companies in the private and public sector with responsible USACE Clean Water Act (CWA) and Rivers and Harbors Act (RHA) regulatory planning, permitting, construction, and success monitoring in environmentally sensitive areas
- Leads the development of project scopes of work, cost estimates, schedules, work plans, and resource requirements as part of the initiation and planning phases of the project life cycle
- Prepare project plans and coordinate with local, state and federal environmental resource agencies for all varieties of USACE Sec. 404 (CWA) and Sec. 10 (RHA) permit applications, including dredging and dredged material placement, residential and commercial development, dredge material beneficial use planning, oil & gas exploration/production planning, marine development including marinas, docks, and bulkheads (industrial, commercial and/or residential), living shorelines, and other aquatic habitat establishment, enhancement, and restoration activities
- Perform planning, design, construction and monitoring of wetland/sensitive habitat establishment, enhancement, restoration and preservation projects
- Perform pre- and post-construction surveys for describing impacts to wetlands, oysters, seagrasses, and other sensitive resources
- Perform and provide wetland delineation support and evaluate hydric soils per USACE methods
- Perform USACE 12-step compensatory mitigation planning and permitting
- Perform in-field mapping and post-field data processing using Real Time Kinematic and differential GPS for oyster, seagrass, bathymetric and topographic mapping, wetland delineations, and other sensitive resource mapping initiatives
- Perform analysis of field data and map preparation using ArcGIS and Microsoft Excel
- Perform threatened and endangered species surveys for compliance with Section 7 of the Endangered Species Act
- Develop and implement endangered species training and conduct biological monitoring of endangered species
- Identify and select vegetation ideal for wetland establishment/restoration/enhancement and filtration of surface water runoff
- Perform on-site construction monitoring and support in environmentally sensitive terrestrial and marine areas
- Examine, analyze, and interpret satellite imagery, aerial photographs and other GIS data and perform on-site reconnaissance for land development/project planning
- Collect and analyze water, soil, and vegetation samples
- Develop GIS and Microsoft Excel databases for management of project data

General Work Skills:

- Results and detail oriented, organized, capable of maintaining multiple projects and diverse workload
- Strong interpersonal and presentation skills
- Capable of and experience in leading, supervising, and managing diverse work groups
- Adept in technical report writing and submitting proposals for permitting and/or research purposes
- Knowledge of governmental agencies and policies and procedures associated with regulatory processes
- Participation in and knowledge of regulatory processes (review and interpret proposed regulations and/or standards)
- Adept in project planning and preparing budgets
- Data analysis and data storage in Excel; reporting in Microsoft Word, presentations with MS PowerPoint
- Perform analysis of field data and map preparation using Trimble and ArcGIS software
- Ability to plan, coordinate, and conduct survey work in extreme conditions in timely fashion to meet deadlines
- Knowledge of Sonar, Echosounder, Sidescan applications

Representative Professional Experience:

- Project manager for approximately 60-acres of dune restoration via Integrated Pest Management (IPM) of Brazilian Peppertree and White Lead Tree (City of Port Aransas, 2023)
- Project manager for wetland delineation and sensitive aquatic resources surveying of a 791-acre site and reporting for a living shoreline protection project funded by the TPWD and GLO (Powderhorn Wildlife Management Area & Matagorda Bay, Mott MacDonald, 2023)
- Project manager for restoring approx. 15-acres of critical dune habitat (University of Texas Marine Science Institute, Port Aransas, 2022-present)
- Project manager for endangered species biological monitoring and compliance services for dredging project, Cedar Bayou and Vinson Slough Restoration (JM Davidson, Aransas County, TX; 2022-present)

- Project manager for development of sensitive aquatic resources and Waters of the U.S. survey plans and survey implementation associated with Professional On-Call Services for Environmental Surveys (Mott MacDonald/Port of Corpus Christi Authority; 2021-Present)
- Project manager for development of sensitive aquatic resources, Waters of the U.S., and threatened and endangered (T&E) species survey plans and survey implementation across six project review areas (totaling 3,872-acres approx.) associated with Corpus Christi Ship Channel Deepening Project (Port of Corpus Christi Authority; 2021-2022)
- Project manager for transplanting and survival monitoring of approximately 60,000 units of smooth cordgrass (*Spartina alterniflora*), Moses Lake and Dollar Bay Wetland Restoration Project (Galveston Bay Foundation, 2021-Present)
- Project manager for development of survey plan, survey implementation, and data management support for aquatic and wetland sensitive resources associated with transmission line replacement in the Lower Laguna (AEP Texas; 2021-Present)
- Project manager for regulatory coordination and permitting, site design and surveying for several Cultivated Oyster Mariculture permits (Texas Oyster Company, Copano Oyster Company, & Melon Creek Oyster Company; 2021-Present)
- Project Manager for development of survey plan, survey implementation, data management and report support for 1,500-acre sensitive resources analysis associated with Port of Corpus Christi property(s) along Corpus Christi Bay shoreline (Mott MacDonald; 2020)
- Project Manager for living shoreline design and aquatic planting at Dagger Island Shoreline Restoration Project, Redfish Bay (Texas Parks and Wildlife Department; 2020)
- Project Manager for development of survey plan, harvest, and transplant activities, performing a 60-day survival survey, and reporting for a 73-acre palustrine wetland and 1-acre native tree site, Nueces Delta Preserve (Delta Land Services; 2019-2020)
- Project Manager for development of survey plan, harvest, and transplant activities, performing a 60-day survival survey, and reporting for 2-acre smooth cordgrass restoration site in Dickinson Bayou (Coastal Conservation Association & Texas Parks and Wildlife Department; 2019)
- Project Manager for development of survey plan, survey implementation, and reporting for 23-acre seagrass and 14.8-acre wetland compensatory mitigation site associated with Beneficial Use Site 6 (Port of Corpus Christi Authority; 2018-2020)
- Project manager providing regulatory support for two pipeline routes including implementation of a comprehensive habitat analysis including wetland delineation, jurisdictional determination, oyster reef, seagrass, and bathymetric surveys for an approximately 1,000-acre survey area (Nueces and San Patricio Counties, TX; 2018).
- Provide regulatory support, permitting, monitoring, and reporting related to construction of a large natural gas liquefaction and export terminal in environmentally sensitive areas adjacent to Corpus Christi Bay, Nueces/San Patricio Counties (Cheniere Energy/Corpus Christi Liquefaction, LLC; 2017-Present)
- Provide regulatory support, permitting, monitoring, and reporting related to numerous compensatory wetland mitigation and environmental restoration projects at the Nueces Delta Preserve (Coastal Bend Bays and Estuaries Program; 2017-Present)
- Project Manager for site selection, preparation of 12-Step Mitigation Plan Compensation for Impacted Wetlands, permitting support and coordination, construction oversight, planting, success monitoring, and invasive species management (AEP Texas & Coastal Bend Bays and Estuaries Program; 2017-Present)
- Project Manager for U. S. Army Corps of Engineers Nationwide Permit 35 on 1,000 feet of deep-water Corpus Christi Ship Channel Frontage for proposed maintenance dredging and disposal at Harbor Island (Gulf Copper Ship Repair, Inc; 2017).
- Project Manager for Permit Amendment and Mitigation Release Letter, Cedar Bayou and Vinson Slough Restoration Project, Aransas County, (Mott MacDonald and Aransas County; 2016-2017).
- Site Selection, Preparation of 12-Step Mitigation Plan Compensation for Impacted Wetlands Proposed Second Access to South Padre Island, Cameron County, Texas (HNTB Corporation; 2016-2017).
- Project Manager for Mitigation Installation and Monitoring for 13.13-acre site, Chambers County, (Trans-Global Solutions, Inc.; 2016-2017).
- Project Manager for U.S. Army Corps of Engineers Permitted Environmental Compliance Requirements for the Restoration of Cedar Bayou and Vinson Slough including endangered species training, endangered species surveys (piping plover), and pre- and post-construction habitat assessments (Mott MacDonald; 2016-2017).
- Planned, designed, monitored construction, and monitored for success of a 7.01-acre oyster reef mitigation site for a Corps of Engineers permit for pipeline construction in Dickinson Bay, Galveston County (Denbury Pipeline; 2010-2017).
- Prepared first ever Whooping Crane (*Grus americana*) Biological Assessment and evaluated impacts to all state and federally listed species in Calhoun County (D.H. Texas Development, L.P.; 2007-2009).

Education:
Bachelor of Science: Environmental Science/Biology, Texas A&M University-Corpus Christi, 2002

Personal Honors:
TriBeta National Biological Honor Society (1999 - 2002), Texas A&M University-Corpus Christi, Corpus Christi, Texas
Mentor (2010-Present), Aransas County Independent School District, Rockport, Texas

Work Experience:

Aug 2017 – Current;	President/Project Manager of Triton Environmental Solutions, LLC, Rockport, Texas
Jan 2014 – July 2017;	President/Director of Belaire Environmental, Inc., Rockport, Texas
May 2005 – Dec 2013;	Project Manager at Belaire Environmental, Inc., Rockport, Texas
Aug 2002 – May 2003;	Research assistant for University of Texas Marine Science Institute, Port Aransas, Texas
May 2000 – Aug 2020;	Internship, Coastal Bend Bays and Estuaries Program, Corpus Christi, Texas

Royce K. Williams

Work Address: P.O. Box 1755, Rockport, TX 78381
Phone: (361) 557-1073; Email Address: rwilliams@tritonenv.com

Objective:
To be a successful regulatory environmental consultant and field operations supervisor who facilitates responsible and efficient planning, permitting, and project implementation by applying a thorough understanding of regulatory environmental regulations, Geographic Information Systems (GIS), computer science, surveying technologies, and a long-standing working relationship with private and public industry including the U.S. Army Corps of Engineers (USACE) and local, state and federal environmental agencies.

Responsibilities:

- Conduct oversight, methods development, planning, and execution of all company survey activities
- Prepare project plans for various U.S. Army Corps of Engineers permit applications including dredging & dredge material placement, Beneficial Use of dredged material, oil and gas activities, residential developments & shoreline stabilization
- Perform in-field mapping and post-field data processing using Real Time Kinematic (RTK) GPS and differential GPS for oyster, seagrass, bathymetric mapping, wetland delineations, and other sensitive resource mapping efforts
- Supervise all wetland and seagrass planting operations
- Conduct RTK GPS topographic surveys to sub-centimeter vertical and horizontal accuracy
- Supervise and perform side scan sonar, magnetometer, and echo sounder data
- Supervise fieldwork to support critical resources & impact assessments; collect seagrass samples, oyster samples, water and soil samples
- Perform and provide wetland delineation support and evaluate hydric soils per Corps of Engineers methods
- Perform sediment, sounding, oyster and seagrass surveys to delineate resource boundaries; restore and create wetland & seagrass habitats
- Assist in installing and monitoring of seagrass & wetland mitigation and restoration sites
- Relocate oyster reefs for mitigation
- Perform undesirable and invasive species control in native and created wetland habitats
- Identify & select vegetation ideal for wetland restoration and surface water filtration
- Perform analysis of field data & map preparation using ArcGIS and CAD software; develop and maintain project GIS databases
- Plan dredged material Beneficial Use sites and wetland, seagrass & oyster mitigation sites using ArcGIS and CAD software
- Perform in-field wetland and seagrass construction monitoring
- Examine, analyze, and interpret satellite imagery, aerial photographs and other GIS data and perform on-site reconnaissance for project planning
- Provide GPS and remote sensing survey equipment assistance in field mapping efforts

General Work Skills:

- Results oriented, capable of maintaining multiple projects and diverse workload
- Quick study, capable of learning new skills and responsibilities quickly and efficiently
- Experience in leading, supervising, and managing diverse work groups
- Adept in planning and conducting surveys in inclement or extreme work conditions
- Participation in employee training to further enhance skill set and comply with standard operating procedures
- Data analysis, management, and storage in Excel and ArcGIS; reporting in Microsoft Word and Power Point,
- Adept in processing survey data utilizing appropriate software such as ArcGIS, Trimble RTK, Geo7x GPS systems, Humminbird, ReefMaster, and TurboCAD.

Representative Professional Experience:

- Field supervisor for shoreline stabilization (Envirolok) and native vegetation planting associated with the Adolph Thomae Park Living Shoreline and Protection Project in Cameron County, Texas (Shirley & Sons/General Land Office; 2022-Present)
- Field supervisor for approximately 60-acres of dune restoration via Integrated Pest Management (IPM) of Brazilian Peppertree and White Lead Tree (City of Port Aransas, 2023)
- Field supervisor for wetland delineation and sensitive aquatic resources surveying of a 791-acre site and reporting for a living shoreline protection project funded by the TPWD and GLO (Powderhorn Wildlife Management Area & Matagorda Bay, Mott MacDonald, 2023)
- Field supervisor for wetland delineation and sensitive aquatic resources surveying of a 115-acre (approx.) site and reporting for a living shoreline protection project funded grant stakeholders (Port Lavaca, Lavaca Bay, Mott MacDonald, 2023)
- Field supervisor for restoring approx. 15-acres of critical dune habitat (University of Texas Marine Science Institute, Port Aransas, 2022-present)
- Field supervisor for development of sensitive aquatic resources and Waters of the U.S. survey plans and survey implementation associated with Professional On-Call Services for Environmental Surveys (Mott MacDonald/Port of Corpus Christi Authority; 2021-Present)

- Field supervisor for development of aquatic and Waters of the U.S. survey plan and survey implementation across six project review areas (totaling 3,872-acres approx.) associated with Corpus Christi Ship Channel Deepening Project (Port of Corpus Christi Authority; 2021-2022)
- Field supervisor for transplanting and monitoring of approximately 60,000 units of smooth cordgrass (*Spartina alterniflora*) at Moses Lake and Dollar Bay Wetland Restoration Project (Galveston Bay Foundation, 2021-Present)
- Field supervisor for regulatory coordination and permitting, site design and surveying for several Cultivated Oyster Mariculture permits (Texas Oyster Company, Copano Oyster Company, & Melon Creek Oyster Company; 2021-Present)
- Field supervisor for development of survey plan, survey implementation, and data management support for aquatic and wetland sensitive resources associated with transmission line replacement in the Lower Laguna (AEP Texas; 2021-Present)
- Field supervisor for sensitive resources, habitat, and bathymetric surveying and reporting for Shamrock Island Restoration Project (Mott MacDonald; 2021)
- Field supervisor for tidal boundary and sensitive resources survey and reporting for 2.6-acre beach nourishment site along Corpus Christi Bay shoreline (Mott MacDonald; 2020-2021)
- Field supervisor for living shoreline design and native planting at Dagger Island Shoreline Restoration Project, Redfish Bay (Texas Parks and Wildlife Department; 2020)
- Field supervisor for development of survey plan, survey implementation, and data management support for a 1,500-acre sensitive resources analysis associated with Port of Corpus Christi property(s) along Corpus Christi Bay shoreline (Mott MacDonald; 2020)
- Field supervisor for a 0.5-acre smooth cordgrass (*Spartina alterniflora*) harvest and transplanting and performance a 60-day survival survey for compensatory mitigation site in Nueces Bay (Port of Corpus Christi Authority; 2019-2020)
- Field supervisor for design and implementation of a 73-acre palustrine wetland and 1-acre native tree restoration sites, harvest, and transplant activities, and performing a 60-day survival survey within the Nueces River Delta Preserve (Delta Land Services; 2019-2020)
- Field supervisor for development of survey plan and survey implementation for monitoring sensitive aquatic resources at a 23-acre seagrass and 14.8-acre wetland compensatory mitigation site associated with Beneficial Use Site 6 (Port of Corpus Christi Authority; 2018-2020)
- Field supervisor for invasive woody species herbicide treatment and monitoring within an approximately 270-acre coastal prairie wetland restoration project at CBBEP's Nueces Delta Preserve (Delta Land Services; 2018-2020)
- Field supervisor for monitoring wetland and aquatic sensitive resources for various sites (East Berth, La Quinta Ditch Relocation) associated with Section 404 and Section 10 compensatory mitigation (Cheniere Energy/Corpus Christi Liquefaction, LLC; 2018-Present)
- Field survey supervisor for survey of two pipeline routes including completion of a comprehensive habitat analysis including wetland delineation, jurisdictional determination, oyster reef, seagrass, and bathymetric surveys. Total area surveyed approximately 1,000-acres (Nueces and San Patricio Counties, TX; 2018).
- Field supervisor for permitting support and coordination, construction oversight, planting, success monitoring, and invasive species management associated with a 12 step Compensatory Mitigation Plan for Impacted Wetlands (AEP Texas & Coastal Bend Bays and Estuaries Program; 2017-Present)
- Field supervisor for development of survey plan and survey implementation for aquatic sensitive resource monitoring at Ransom and Shamrock Islands associated with Section 404 and Section 10 compensatory mitigation (Cheniere Energy/Corpus Christi Liquefaction, LLC; 2017-Present)

Education:
Colorado Technical University, Colorado Springs, CO (Spring 2009 – Spring 2012)
Degree: Associate of Science in Business Administration
GPA: 3.89

Certifications:
Certified SCUBA Diver
Texas Department of Agriculture Commercial Pesticide Applicator License Number 0706457
Texas Commission on Environmental Quality Landscape Irrigators License Number 0008162

Safety and Trainings:
American Heart Association CPR/AEP/First Aid training.
Occupational Safety and Health Administration (OSHA) Construction Safety Training
Harvey-Lynch: Side-scan sonar, marine magnetometer, Sonar Wiz software, and eco sounder.
Completed on-the-job training for use of RTK sub-centimeter and sub-meter GPS.

Work Experience:
August 2017 – Present: Field Supervisor/Project Manager/Vice-President, Triton Environmental Solutions, LLC., Rockport, Texas
Jan. 2014 – July 2017: Field Supervisor/Project Manager/Vice-President, Belaire Environmental, Inc., Rockport, Texas
April 2006 – December 2013: Field Supervisor, Belaire Environmental, Inc., Rockport, Texas
April 2005 – March 2006; Field Technician, Belaire Environmental, Inc., Rockport, Texas
May 1995—April 2005; Operator, Sherwin Alumina, Portland, Texas

Gregory R. Binion

Work Address: P.O. Box 1755, Rockport, TX 78381
Phone: (361) 683-9433, Email Address: gbinion@tritonenv.com

Objective:
To be a successful environmental scientist and project manager enhancing native flora/fauna and aquatic habitats by utilizing applied management practices, quantitative assessment of ecological/population dynamics, and conducting science-based stewardship through habitat enhancement projects.

Education:
University of Florida, *Gainesville, FL.* (Spring 2006 – Fall 2007)
Degree: Master of Science, Fisheries and Aquatic Sciences
GPA: 3.8/4.0

University of Kentucky*, Lexington, KY*. (Fall 1999 - Fall 2002)
Degree: Bachelor of Arts, Political Science
GPA: 3.6/4.0

Professional Experience:
Vice-President/Project Manager/Quality Assurances & Control Manager, Triton Environmental Solutions, LLC (August 2017 – current)
Perform routine work in resource conservation and environmental permitting. Work involves conducting aquatic and terrestrial sensitive resources surveys, data management and analysis, and technical report development. Direct, supervise, and manage a team of permanent employees, interns, and temporary employees. Perform various administrative duties, develop scopes of work, cost estimates, work plans, records maintenance, and project scheduling. Responsible for monitoring and ensuring high-quality standards in production, inspecting processes and outputs.

Natural Resource Specialist/District Management Supervisor, Texas Parks and Wildlife Department, Mathis (TPWD), TX (April 2016 – April 2023)
Perform routine work in resource conservation and environmental protection. Work involves conducting biological and environmental surveys, investigative research, studies, and inspections; conducting field and laboratory tests and analyzing and evaluating the results in regard to environmental/fisheries impact. Advice on matters related to regulation change – review, interpret, and submit proposed regulation amendments. Work with governmental and non-governmental agencies on collaborative efforts for common good. Direct, supervise, and manage a team of permanent employees, interns, and volunteers. Perform various administrative duties and grant writing. Manage high-level projects including several habitat enhancement and public access improvement projects. Organize and conduct public outreach activities. Introduce, educate, and recruit individuals to participate in outdoor recreational activities such as fishing, boating, or hunting.

Natural Resource Specialist/Assistant District Management Supervisor, Texas Parks and Wildlife Department, Mathis, TX (January 2008 – April 2016)
Perform routine work in the area of resource conservation and environmental protection. Work involves conducting biological and environmental surveys, investigative research, studies, and inspections; conducting field and laboratory tests and analyzing and evaluating the results in regard to environmental/fisheries impact. Advice on matters related to regulation change – review, interpret, and submit proposed regulation amendments. Work with governmental and non-governmental agencies on collaborative efforts for common good. Assist in directing, supervising, and managing a team of permanent employees, interns, and volunteers. Also assist District Supervisor in various administrative duties. Organize and conduct public outreach activities. Introduce, educate, and recruit individuals to participate in outdoor recreational activities such as fishing, boating, or hunting.

Biologist, University of Florida, Gainesville, FL (October 2007 – January 2008)
Lake Watch Program – worked on assessing and monitoring biodiversity (fish and aquatic plant communities) and water quality in aquatic systems throughout Florida. Documented and monitored plant and fish assemblages and water quality.

Graduate Research Assistant, Department of Fisheries and Aquatic Sciences, University of Florida, Gainesville, FL. (January 2006 – December 2007)
In concert with graduate school curriculum and coursework; developed, implemented, and lead a comprehensive research study evaluating sampling gear limitations and biases on fish populations at several lake systems. Collaborative research project with funding provided by Florida Fish and Wildlife Commission (FWC).
Graduate Advisor: Dr. Mike Allen

Lab Technician, Department of Fisheries and Aquatic Sciences, University of Florida, Gainesville, FL. (September 2004 – January 2006)
Worked on various field projects and associated lab processing including studies evaluating compensatory responses in gizzard shad to commercial removal, spotted sunfish habitat utilization with implications for minimum flows and levels and identifying fish community composition/population metrics for various tussock forming macrophyte species and biomass levels. Lab duties included fish aging from otoliths for various species, identification of larval fish using myomeres, zooplankon identification/counting, examination of fish diets, lipid extraction/analysis, fish work-up, and data entry. Field duties included fish sampling using purse seins, otter trawls, hoop nets, electrofishing gear, block nets, and gill nets, collection of larval fish and zooplankton samples using larval and vertical zooplankton tow nets, the use of YSI equipment for water quality measurements, and various habitat suitability measurements.

General Work and Management Skills:

- Organized and detail oriented
- Results oriented, capable of maintaining multiple projects and diverse workload
- Strong interpersonal and presentation skills
- Quick study, capable of learning new skills and responsibilities quickly and efficiently
- Experience in leading, supervising, and managing work groups
- Ability to lead with minimal direction from supervisors
- Ability to understand limitations and take direction from supervisors when needed
- Adept in technical report writing and submitting proposals for permitting, grants, and/or research purposes
- Performed and lead science-based, research oriented environmental studies and investigations
- Knowledge of governmental agencies and policies and procedures associated with regulatory processes
- Participation in and knowledge of regulatory processes (review and interpret proposed regulations and/or standards)
- Database management
- Familiarity with auditing processes
- Experience with planning and preparing budgets
- Participation in employee training to further enhance their respective skill set and comply with standard operating procedures
- Execute employee performance evaluations
- Experience with personnel management and hiring new employees and interns
- Familiarity with basic statistical theorems and applications
- Published 8 peer-reviewed manuscripts in scientific journals (available upon request)
- Presented findings from several research projects at professional conferences and/or resource agency meetings (available upon request)

Computer Skills:

- Use of statistical analysis software (SAS) for data analysis/modeling
- Modeling, graphing, analysis, and data storage in Excel
- Fishery Analysis and Assessment Tool (FAST) for fisheries modelling and simulation
- Graphing using Sigma Plot
- Data reporting in Microsoft Word
- Data reporting/recording in Business Information Systems (BIS)
- Presentation with use of MS Powerpoint
- Perform analysis of field data and map preparation using ArcGIS software
- Survey data collection with Trimble RTK and GEO global positioning system (GPS)
- Sonar/GPS/Sidescan

Safety:
TPWD Corpus Christi District Additional Duty Safety Officer (ADSO; January 2008 – October 2016)
TPWD IF Division Region 1 Safety Officer (July 2009 – August 2014)
CPR certified (American Red Cross)
NSC distracted driving certification

Trainings:
Frontline Management Training (February 2009)
Office of the Governors Senior Leadership Development Program (SLDP; December 2022)

Relevant Coursework:
Research Statistical Methods, Environmental Statistics and Design, Stream Fish Biology/Ecology, Marine Ecological Processes, Fish Population Dynamics, Fisheries Ecology and Management I (Advanced Stock Assessment I), Fisheries Management and Ecology II (Advanced Stock Assessment II), Intro to GIS, Public Administration, Public Opinion, Analysis of Public Policy

Personal Honors:

- Deans List (1999 - 2002), University of Kentucky, *Lexington, KY*
- John F. Dequine Best Paper Award, 2014. Population dynamics of Alligator Gar in Choke Canyon Reservoir, Texas: Implications for management. Annual Meeting, Southeastern Association of Fish and Wildlife Agencies, *Destin, FL*

Professional Affiliations:
American Fisheries Society
Florida Chapter, American Fisheries Society
Texas Chapter, American Fisheries Society
Students United for the Research of Fishes

Committee Work:
TPWD Inland Fisheries Safety Committee, TPWD Crappie Sampling Committee, TPWD Catfish Management Plan Committee, TPWD Alligator Gar Sampling Committee, TPWD Catfish Regulations Committee, TPWD ShareLunker Programmatic Review Committee, TPWD Innovative Fisheries Activity Committee, TCAFS Pond Management Committee Chair

Sam B. Pence
Work Address: P.O. Box 1755, Rockport, TX 78381
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Objective:

To be a successful environmental scientist who facilitates responsible and efficient planning and project implementation by applying a thorough understanding of regulatory environmental regulations, Geographic Information Systems (GIS), computer science and surveying technologies.

Responsibilities:

- Perform in-field mapping of sensitive resource areas using Real Time Kinematic (RTK) and differential GPS units (i.e., wetland delineations, Mean High Water (MHW), High Tide Line (HTL), oyster reefs, and seagrass)
- Perform analysis of field data and map preparation using ArcGIS Pro and Microsoft Excel
- Perform post-field data processing for report management
- Invasive species surveying, monitoring, management, and control
- Evaluate hydric soils per U.S. Corps of Engineers (USACE) methods
- Perform and provide wetland delineation support per USACE methods
- Collect water, vegetation, and soils samples
- Perform critical resources & impact assessments
- Assist in constructing and monitoring of seagrass & wetland mitigation and restoration sites
- Perform survey mapping planning and development
- Perform harvesting and transplantation of native vegetation species
- Perform undesirable and invasive species control in native and created freshwater wetland habitats
- Examine, analyze, and interpret satellite imagery, aerial photographs and other GIS data and perform on-site reconnaissance for project planning
- Prepare field reports and data analysis for remedial construction projects

General Work Skills:

- Results oriented, capable of maintaining multiple projects and diverse workload
- Quick study, capable of learning new skills and responsibilities quickly and efficiently
- Adept in planning and conducting surveys in inclement or extreme work conditions
- Data analysis, management, and storage in Excel and ArcGIS; reporting in Microsoft Word and Power Point
- Adept in processing survey data utilizing appropriate software such as ArcGIS, Trimble RTK, Geo7x GPS systems
- Participation in and knowledge of regulatory processes (review and interpret proposed regulations and/or standards)
- Adept in technical report writing and submitting proposals for research purposes

Representative Project Experience:

- Staff scientist support for construction of 1,300-foot Adolf Thomae Jr. Park living shoreline creation project within in Rio Hondo, Texas (Shirley & Sons/General Land Office; 2022-Present)
- Staff scientist for restoring approx. 15-acres of critical dune habitat (University of Texas Marine Science Institute, Port Aransas, 2022-present)
- Support staff scientist in research and development of Section 404 (b)(1) Alternative Analysis for 8.4-acre residential development in Port O'Connor, Texas (Caracol Investors, LP; 2022-present)
- Staff scientist support for harvest and transplant of approximately 4,400 native vegetation for 1.85-acre dune restoration project in Port Aransas, Texas (University of Texas Marine Science Institute; 2022)
- Staff scientist for approximately 60-acres of dune restoration via Integrated Pest Management (IPM) of Brazilian Peppertree and White Lead Tree (City of Port Aransas, 2023)
- Staff scientist for wetland delineation and sensitive aquatic resources surveying of a 791-acre site and reporting for a living shoreline protection project funded by the TPWD and GLO (Powderhorn Wildlife Management Area & Matagorda Bay, Mott MacDonald, 2023)
- Staff Scientist for wetland delineation and sensitive aquatic resources surveying of a 115-acre (approx.) site and reporting for a living shoreline protection project funded grant stakeholders (Port Lavaca, Lavaca Bay, Mott MacDonald, 2023)

- Staff scientist support for sensitive resources survey within 30.44-acre Cultivated Oyster Mariculture (COM) site (Key Allegro Oyster Company; 2022)
- Staff scientist support for implementation of sensitive aquatic resources and Waters of the U.S. (WOUS) survey plans associated with Professional On-Call Services for Environmental Surveys (Mott MacDonald/Port of Corpus Christi Authority; 2022-Present)
- Lead scientist for research and development of Storm Water Pollution Prevention Plan (SWP3) for residential development (Ocean Reef Cottages; 2022)
- Staff scientist harvesting and transplanting of approximately 60,000 smooth cordgrass *Spartina alterniflora* and survival monitoring for the Dollar Bay and Moses Lake Shoreline Restoration Project (Galveston Bay Foundation; 2022).
- Staff scientist for endangered species biological monitoring and compliance services for dredging project, Cedar Bayou and Vinson Slough Restoration (JM Davidson, Aransas County, TX; 2022-2023)
- Lead staff scientist for invasive species control through integrated pest management – mechanical and herbicide treatment of Brazilian peppertree in Port Aransas Nature Preserve (City of Port Aransas; 2022)
- Staff scientist support for survey implementation and data management support for aquatic and wetland sensitive resources associated with transmission line replacement in the Lower Laguna (AEP Texas; 2021-Present)
- Staff scientist support for sensitive resource mapping within six separate sites along the Corpus Christi Ship Channel (Port of Corpus Christi/Mott-McDonald; 2021)
- Staff scientist support for aquatic seagrass survey and oyster mapping for Ransom Point and Shamrock Island monitoring (Cheniere Energy; 2021)
- Staff scientist for aquatic seagrass survey within 8.0-acre Cultivated Oyster Mariculture (COM) site (Brad Lomax; 2021)
- Staff scientist support for transplant survival monitoring survey on approximately 4-acre mitigation site in Nueces Delta Preserve (AEP Texas; 2021)
- Staff scientist support for aquatic seagrass survey for 1.1-acre mitigation site (Cheniere Energy; 2021).
- Staff scientist support for harvesting and transplanting of smooth cordgrass *Spartina alterniflora* for Dagger Island living shoreline project (TPWD; 2021)
- Staff scientist support for invasive species control through integrated pest management – mechanical and herbicide treatment of Brazilian peppertree on 0.2-acre site in Port Aransas Nature preserve (City of Port Aransas; 2021)

Education:

Master of Science:	Texas A&M University, College Station, TX, Natural Resource Development, 2022
Bachelor of Science:	Texas A&M University, College Station, TX, Wildlife and Fisheries Sciences (Cum Laude), 2020

Relevant Coursework: Environmental Survey Techniques, Natural Resource Management, GIS and Remote Sensing, Plant Identification of Texas, Rangeland Management

Work Experience:

May 2022 – Current:	Environmental Scientist, Triton Environmental Solutions, LLC, Rockport, Texas
May 2021 – August 2021:	Internship, Triton Environmental Solutions, LLC, Rockport, Texas
July. 2020 – May 2022:	Mover, Little Guys Moving Company, College Station, Texas
May 2019 – August 2019:	Internship, Animal Caretaker, KDH Nursery, Robstown, Texas
May 2017– Aug. 2018:	Independent Claims Adjuster (Summer Months Only), Wardlaw Claims Service's, Waco, Texas

Appendix B. Historically Underutilized Business (HUB) Certificate

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: 1822570774600
Approval Date: July 21, 2022
Scheduled Expiration Date: July 21, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

TRITON ENVIRONMENTAL SOLUTIONS LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **July 21, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

COASTAL TRANSPLANTS, INC.

1509 GEORGE II HIGHWAY SE
BOLIVIA, NORTH CAROLINA 28422

910-431-9814

SMERCER@COASTALTRANSPLANTS.COM

STEVEN MERCER
SMERCER@COASTALTRANSPLANTS.COM
910-431-9814

NO ONE FROM THIS COMPANY HAS CONSPIRED TO CONTROL COMPETITIVE PRICING

COASTAL TRANSPLANTS, INC. IS A QUALIFIED, CAPABLE AND BONDABLE ENTITY.

COASTAL TRANSPLANTS, INC. IS NOT IN RECIEVERSHIP AND IS NOT CONTEMPLATING OR FILED BANKRUPTCY.

Coastal Transplants, Inc. is a company that specializes in frontal dune and barrier island stabilization and barrier island green infrastructure. Started as a family business specializing in greenhouse grown plant products in 1995, the operation shifted to coastal frontal dune plants in the year 2000. The business was purchased by Steve from his parents and renamed Coastal Transplants, Inc. in 2016. Nature-based solutions for erosion and long-term health of coastal ecosystems have been our primary focus since 2016.

Coastal Transplants, Inc. is a sole owner company but remains heavily dependent on family in all aspects of the operation. Currently 5 members of the Mercer family are employed throughout the operation. Steve Mercer is the owner and runs all day-to-day operations of the company. Worth Mercer (son) is the secretary of the company and oversees equipment maintenance and job mobilization and demobilization as well as on-site supervision. Barbara Mercer (sister) and Ralph Mercer (cousin) oversee all Greenhouse operations supplying plants to the various jobs and residential customers across the east and gulf coast. Joey Newman (cousin) services all equipment and works with Worth in repairing all equipment and trucks to keep all aspects of the operation functional. In addition to these full-time family members Susan Hansen (cousin) works projects in Texas as general labor and on-site supervisor as needed. The company also employs two salesmen, Joe Gaughan and Joey Miller, as well as two full-time on-site supervisors. General labor is employed to assist supervisors and additional labor is employed as needed based on seasonal or job requirements.

Coastal Transplants, Inc. has provided all services required of contracts in the past in-house and has no associate firm or retained any sub-consult service.

Three Projects Complementary to this Project

References for these three projects

South Padre Island
Kristina Boburka
956-761-3837

Galveston Park Board
Sheryl Rozier
832-689-1099

Holden Beach
David Hewett
910-842-6488

SOUTH PADRE ISLAND, 2021-SL02

This project included 5 sites requiring fence and vegetation to help stabilize sand and revitalize the existing eco-system. By the end of the project approximately 92,000 plants and 295 sections of fence were installed. Also included in the contract was installation of informational signage. After installation of plants and fence it became necessary to install rope along all frontal post of the sand fence to control human damage to the restored area. This was a two-year contract with 90% of the work completed in the first 4 months of the contract. Within the contract period over wash occurred twice in some areas and plants were replaced at no charge to maintain frontal dune integrity even though contract obligations were met. Contract amount was approximately $192,000.


A grant project of the Texas General Land Office,
Texas Coastal Management Program
and the Coastal Coordination Advisory Committee
NOAA
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE
TEXAS COASTAL MANAGEMENT PROGRAM
TEXAS GENERAL LAND OFFICE
Texas General Land Office
George P. Bush, Commissioner
Funded by the Coastal Zone Management Act of 1972 as amended, Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, and managed by the Texas General Land Office. For more information about the CMP grant program, please call the Texas General Land Office at 1.800.998.4GLO. Dec 2018


CRABS
ONLY

Galveston Park Board

2022

This project consisted of vegetation installed along 2400 foot of sea wall. While only utilizing approximately 42,000 plants this project included a mitigation area that is still under constant maintenance. The area is also subject to abnormally high volumes of human interaction and intrusion. The project was finished in 2 days in October of 2022 and follow up was conducted monthly throughout winter 2022/23 and then every 2 weeks in spring 2023. Additional plants were installed, and fertilizations performed throughout the spring visits. Monitoring of the mitigation area is still ongoing. Contract amount was approximately $48,000.

Attached are project pictures.

Holden Beach, North Carolina

2022

The 2022 project for the Town of Holden Beach consisted of approximately 481,000 plants and 1,500 pieces of sand fence. Spread over 2 separately funded project areas, this project required coordination with 5 state and federal agencies and 2 separate dredge companies. The project area was 4.5 miles in one renourishment area and approximately 1 mile in the second renourishment area. In addition to the initial contract with the town for vegetation and sand fence, a separate contract was required for rock removal from the project area to comply with agency permits. Equipment was purchased and flown in from overseas and a 2-week deadline was met. This additional contract deadline happened concurrent to meeting a state-imposed deadline for sand fence and plant installation. Approximately 481,000 plants were installed in a 3-week period utilizing mechanical planters and by doubling our existing general labor workforce. Contract and additional amounts totaling approximately $780,000.
Attached are project pictures.

Additional Projects

Over the last 36 months Coastal Transplants, Inc. has completed at least 12 projects of similar project requirements. The plant counts and varieties vary based on local native vegetation and project funding and size but the coastal species of Sea Oats and Bitter Panicum remain consistent from project to project and state to state. Coastal Transplants, Inc. has completed projects in the past 36 months that included as few as 200 plants to as large as 950,000 plants. Sand fence projects completed have included as few as 5 pieces of fence to as large as 3500 pieces. The methodology used in meeting the requested job specifications of this job have been developed over the past 23 years and tested to success on South Padre Island as well as other beaches in Texas. The success of the 2021 project at South Padre Island proves that our methodologies in place for sand fence placement and vegetation installation is working and produces desired results.

2023

DeBourdou Plantation SC- 100 sand fence and 20,000 plants.
Pawleys Island SC- 400 sand fence and 80,000 plants.
Oak Island NC- 520,000 plants.
Ocean Isle Beach NC- 40,000 plants.

2022

DeBourdou Plantation SC– 250 sand fence and 58,000 plants.
North Topsail Beach NC- 585,000 plants.
Topsail Beach NC- 285,000 plants.

2021

Town of Holden Beach NC- 2500 sand fence and 350,000 plants.
Topsail Beach NC- 950,000 plants.

2020

Emerald Isle NC phase II- 585,000 plants.
Kill Devil Hill NC 290,000 plants.

2019
Emerald Isle NC phase I- 450,000 plants.
Nags Head NC- 3500 sand fence and 250,000 plants.

The project manager and on-site superintendent for this job will be the company owner Steve Mercer. Having a home in Port Isabel, Steve takes every opportunity to work projects along the Texas coast. Steve graduated from North Carolina State University in 1981 with a degree in Agricultural Education with a focus in Horticulture. Since taking over the family farm and greenhouse business in 1995, Steve has focused the business on coastal vegetation and coastal processes since 2000. Since then, Steve has not only improved the way the coastal vegetation industry grows plant material but has focus on improved methods of installation to achieve higher survivability rates of finished plants. Steve's methods also extend to accelerated growth of installed plant materials. Steve purchased the family business in 2016 and incorporated Coastal Transplants, Inc. into a sole proprietorship that it operates as today. Steve is an active member of American Shore and Beach Preservation Association, North Carolina Beach, Inlet, and Waterways Association, Texas chapter of ASBPA, and a financial supporter of Blue Flag USA. Steve is currently working to complete his certification as a Certified Coastal Practitioner by the end of 2023.

Assisting Steve on this project will be Worth Mercer and Susan Hansen. Each will function as on-site superintendent when necessary and perform general labor task when not performing the task of supervisor. Worth has served as seasonal labor and crew supervisor for over 10 years growing up in the greenhouse and then supporting field projects during school breaks. Worth's knowledge of coastal plants and coastal processes comes from first hand experiences with coastal processes due to years of diverse field experiences. Since returning to the business after serving 9 years in the US Marine Corps, he has brought the discipline learned there to the workforce in the field and to maintaining and mobilization of all equipment and plants required to start and complete each project. At age of 28, Worth has grown and installed more coastal vegetation than most. Steve and Worth will be joined by Susan Hansen. Susan joined the company almost 10 years ago and has steadily grown her knowledge of the business and now assist Steve on planting projects along the Texas coast. Susan focuses on customer relations and sales in addition to planting and maintaining small homeowner projects. Susan's latest involvement was the planting of vegetation at the White Cap Project for South Padre Island. She

also provides supervisory backup if needed. She is involved in operations surrounding harvest and cutting material from approved sites along the Texas coast.

General labor for this job will be hired locally and will include personnel used on previous jobs for the city. Based on the task required Jesus Manchuria, Val Lawson, and /or Lynn Raye will lead the team of laborers required to fulfill the contract.

Coastal Transplants, Inc. Organizational Chart

Steve Mercer
Owner/ Project Manager

Worth Mercer/Susan Hansen
Assistant project manager

Barbara Mercer/Ralph Mercer
Greenhouse operations

Methodology

Coastal Transplants, Inc. has in place proven plant harvest, greenhouse growing, and planting techniques. These operations have produced successful projects all along the Texas coast. We also have a proven track record of sand fence installation to maximize sand collection and human traffic control. Integrating both erosion techniques with pre and post project data collection on specific metrics help provide confidence in project success and provide improvement for future projects. To accomplish the work and provide the services to the city, Coastal Transplants, Inc. proposes city staff clearly define goals, objectives and project constraints for this project and on each subsequent project. Once these criteria are established then an action plan can be put in place that includes plant material needed to best enhance the environment, placement of sand fence if desired, monitoring methods desired or required, and methods of reporting progress or results. Once this has been accomplished then a project timeline and material cost can be determined, funding obtained, contracts can be executed, and project start can occur with the harvesting and growing of plants, or the purchase of materials needed for sand fence installation. Pre project monitoring can occur for baseline metrics and installation of materials can begin based on timelines determined precontract. Project progress can be reported based on set parameters and when the project is complete post project monitoring, if required, can begin. More detail based on this specific project scope is provided in each section below.

Coastal Transplants, Inc. clearly understands the scope of work as described in this RFP. This RFP not only includes a specific project (2 miles of beach vegetation and sand fence) it also includes future projects that may occur within the 2-year initial contract period but also within 3 option periods of 1 year each. While each project is different, each project will follow a similar pattern from inception to completion as outlined above. Based on the requirements stated in the RFP it is clearly understood that all plant material shall be indigenous to the island of South Padre. Coastal Transplants, Inc. has written permission to collect plant material from approximately 7500 acres of beach to bay property located on South Padre Island. These collection sites have been actively monitored and harvested for material since 2007. It is also understood that tracking metrics for sand accumulation and plant growth is required by this RFP. Sand volume tracking will be accomplished using a series of transect gauges placed in between each access within the project area and two transect gauges placed outside the project area. Data will be collected from these sites monthly from project start to project completion and provided to the city for their use and distribution. These transect gauges can be supplemented by additional survey information provided by ground survey or drone resources if required by funding sources or the city staff. Coastal Transplants, Inc. would encourage the city to use existing in-house equipment to set pre project baselines in areas where transects will be placed.

This project can be used as an example of how this and future projects can be approached, and I would suggest the following:

Prior to contract, a meeting with all parties to discuss all contract requirements of funding sources and the city is recommended. This meeting or meetings should include site visits and detailed plans of areas of work and requirements for each specific area within the project. Project reporting and material requirements and timelines should be discussed as well as pre project measurements should be obtained. Goals and Objectives should be clearly defined at this time by city staff, funding partners and contractor.

Based on precontract meeting a viable timeline and contract cost can be concluded between city staff and contractor and a contract can be executed. Based on previous experience with the city and the sample contract included with the RFP no changes to the standard contract or contract requirements are anticipated with the exception that a bid bond or check would be waived based on no bids being required.

For this project Coastal Transplants, Inc. would anticipate a start date of early to mid-October. Based on that assumption, weather conditions should be favorable for plant installation of most of the primary plants required on this project. To set the gulf closest location of the plant material the location of the landward rear post of the sand fence must be determined. Once that is set in each designated area of the project then planting can start. Coastal Transplants, Inc. currently has plant material collected and harvested from local properties located on South Padre Island growing in our greenhouses. This will give the plants as much time as possible to establish and root prior to winter dormancy and possible lunar events over the winter months of February and early March. Based on location and traffic at each location fence can be delayed till after plantings are complete or may be installed just after or even before planting to provide plant protection. An example of this would be the Florence and Fantasy access from the 2021 project. Due to the tides in the area and the amount of people in that area daily, plant destruction occurred prior to fence placement. Planting had to stop, and the crew returned to that area and placed fence for traffic control and plant survivability. Planting should continue as a priority until the project area requirements are met or until weather closes the season.

Once the initial planting is done then sand fence, rope and signage should be installed. This can continue, as required, even though the winter season based on wind speed and weather conditions. Fence can be placed prior to plants and can be used to accumulate sand over the winter to provide some protection for spring installed plants. Fencing should be placed with the back post of the fence no closer than 7 feet from the first line of vegetation, especially in the recently renourished area. Fencing should be placed at a 45-degree angle along the gulf face with the front

post pushing south. Once each section of fence is complete then two rows of rope should be drilled and screwed into each gulf most post. Signage at each third post should be installed on the topmost rope and on approved post at each access.

Based on precontract discussions with the city, each access-to-access area within the project can be treated as a separate and individual section with plant quantities, species, and sand fence requirements changing between each section. Requirements for each section will vary and will require constant communication with city staff. Daily reports on progress and materials used in each section will be utilized to communicate with city staff throughout the contract timeline. The format and details of the daily report will be determined precontract as well as the means of transferal.

The projected timeline for this project is 80% plant completion prior to December 2023. Sand fence /rope to be completed in entirety by March 2024. The remainder of the plants to be installed March/April 2024. Replant, repair and fertilization to start April 2024 and continue until June 2024 then restart in October 2024 and continue until December 2024 for project closeout and completion. Throughout this project Steve Mercer would be the project manager and on-site supervisor with Worth and Susie responsible for on-site supervision when necessary.

Suggestions

Coastal Transplants, Inc. would like to suggest that the 2-mile project be broken into two separate sections based on funding sources and new area and area covered by the FY21 project. Our suggestion would be to plant and fence the new area first to allow as much growth and sand collection as possible. Then move into the FY21 project area and plant and fence there secondly. We would also suggest that in each area any sections that received sand be given a priority as those areas will have a higher volume of blowing sand that can be trapped by plants and fence over the winter months. Based on previous experience with the FY21 project we would like to suggest a plant contingency of 15% be added to account for lunar events and spring break extra-curricular human traffic issues. Signage from the FY21 project could be integrated and expanded upon to provide consistency from one project area to the next. Additional coastal themed signage could be developed if desired. Not a suggestion but rope must be screwed into every post, or it will be stolen or destroyed. As stated in the RFP, all plant materials should be sourced from the island. This project would be perfect for community involvement. Surf Rider, school science classes, and scouts and Brownies have been used in the past for volunteer and educational opportunities. As this project will be active during winter Texan season. Senior or visitor marketing should be considered.

City Resources

Coastal Transplants, Inc. request the following from the city:

Weekly project meetings with Shoreline Department on-site during times of activity.

Open communication with Shoreline Department so that situational variances could be discussed immediately.

Access to any city drone or camera footage of the project area.

Access to any reporting forms that are required by funding sources or city staff.

Vehicle permits throughout the duration of the contract period and all options.

Access to funding source documents that show requirements for payments or reporting requirements.

Progress Reports

Progress reports will be determined by the individual project and the needs of each project. Reports will be customized during precontract meetings and included with each contract. Standard reports should include but not be limited to daily project progress, materials used, plants installed, project photos, weather including tides, citizen interaction, contractor workforce numbers, and endangered species monitoring if required. Any reports required by funding sources and the format they expect should be included as well. Based on decisions made during precontract meetings, a progressive timeline chart should be developed showing each project phase and timing for each access-to-access section within the project area to include substantial completion and final turn over of project.

Definition of Duties

Coastal Transplants, Inc. responsibilities will be clearly defined in the contract executed for each project. The City's responsibility will also be defined by the contract but will also include responsibility for obtaining funding and reporting back to those funding sources based on those sources' requirements to ensure payment to Coastal Transplants, Inc. in a timely manner. Coastal Transplants, Inc. will assist the city in providing documentation, follow-up, or be available for project meetings and calls if required by those sources and defined by the contract or helpful in acquiring future funding.

Cost Proposal

Coastal Transplants, Inc. is pleased to submit the following cost proposal for a random 10 section of renourishment within the northern two miles of beach at South Padre Island. Based on previous projects, the following estimate can be provided.

Two pieces of approximately 10 foot long sand fence placed at a 45 degree angle to the Gulf with the rear or landward post as the southern most post in each section. The two fence pieces will be placed 10 feet apart. The sand fence will be 4 foot tall secured by a minimum of 4 twisted wires of 13 gauge galvanized steel wire. Sand fence slats will be 1.5 x 3/8 inch spruce or aspen spaced 2.25 inches apart and separated by a minimum of two 360 degree wire twist. Post will be untreated 2x4 post a minimum length of 7 foot. Post shall be placed so that two will be placed within 4 inches of each end of the fence section and a third post located in the middle of each section. Each post shall be attached to the fence with a minimum of 4 staples. The fence sections shall be stretched upon installation to insure a tight fence line. Post shall be leveled, and soil compacted around each post.

After the fence is erected in each section of the project, two ¾ inch holes will be drilled in the front or gulf facing post for the installation of rope. The top hole shall be located within the top 6 inches of the post and the lower hole shall be located within two feet of the top hole. The holes need to be within one inch of the forward face of the post. 3/8 inch to ½ inch rope will be threaded through each hole to form a pedestrian barrier that parallels the Gulf. Once the rope is installed each hole will have a 2 inch stainless steel screw drilled through the rope to secure it to the front post on a 10 foot spacing. At each private or public access rope should be looped around the front post and double knotted back on itself as well as screwed through the hole. At each public or private access additional post shall be added to define walkways. These post shall be a maximum of 10 feet apart and drilled and roped as with the front sand fence post. The rope shall attach to the rear post of the sand fence on each side adjacent to the access. The post and rope shall extend from the rear post of the sand fence to the existing vegetation line or steps.

Starting 7 feet behind the landward most post of the sand fence vegetation shall be installed on one foot centers. Based on previous experience approximately 20 rows of plants will be installed. Plants are to be planted 8 – 10 inches deep and planted with a teaspoon of 18-6-12 osmocote or similar fertilizer

in the bottom of each plant hole. Based on soil conditions the holes will be made with a battery-operated drill with an auger attachment clearly marked for an 8-10 inch plant depth. Plants shall be planted so that the root ball has firm soil contact. Within 48 hours of planting each plant should be watered in at a rate of ½ gallon of water per plant. If rainfall amounts do not exceed 1 inch within the first week an additional watering will be required at the same rate of ½ gallon per plant. Sea Oats and Bitter Panicum should be the predominate species planted during the initial planting. Both plants should be grown in a container of size no smaller than 1 ¾ x 1 ¾ x2 ¾ inches. The plant shall be 15 -18 inches from root ball to atypical meristem when transplanted on the beach. Sea Oats should be two stems per hole and bitter panicum should be one stem per hole. All plants must be delivered and stored on-site so as not to dry out root balls or plant stems. All plants should come from an approved nursery. All plants shall come with a 90 % survival guarantee.

Plantings in spring 2024 shall include Salt Meadow Hay, Railroad Vine, Sea Shore Croaton, and Beach Purslane. These plants shall be planted and fertilized in a similar manner as above with the exception that these plants will only be planted 4-5 inches deep. These plants shall be watered weekly to 1 inch for the first 30 days after transplant. All plants shall receive a broadcast treatment of 30-10-0 UMAX at a rate of 2 pounds of nitrogen for every 1000 square feet every 30 days for the month of March, April, May, and June of 2024. Plants planted in October of 2023 will receive one broadcast fertilizer treatment of 10-10-10 in early November at a rate of 1 pound of nitrogen per 1000 square feet.

Instructional signage (keep out, stay off dunes) shall be installed at every third sand fence section and informational signage (Funding Source, City project information) shall be installed based on funding source requirements at each public access. Marketing for volunteers and educational outreach should be included. School expenses for student transportation as well as take home materials and refreshments should be integrated into the linear foot cost as well as time for city resources.

Cost Breakdown for a 10 foot section of beach

Fence - $100.00
Rope - $45.00
Signage – 50.00
Plants - $300.00
Fertilizer and Water - $50.00
Volunteer hours - $5.00

Travel for this 2 year contract is included in the prices stated above.

No changes to the standard contract are anticipated.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: _____ Title: President

Typed Name: Steven Mercer Company Name: Coastal Transplants, Inc.

Phone No.: 910-431-8814 Fax No.: none

Email: smercer@coastaltransplants.com

Bid Address: 1509 George II Highway SE. Bolivia North Carolina. 28422
P.O. Box or Street City State Zip

Order Address: 1509 George II Highway SE Bolivia North Carolina. 28422
P.O. Box or Street City State Zip

Remit Address: 1509 George II Highway SE Bolivia. North Carolina. 28422
P.O. Box or Street City State Zip

Federal Tax ID No.: 81-1796710

DUNS No.: 116973375

Date: 08/10/2023

South Padre ISLAND

ADDENDUM NO. 1

Date: 14 August 2023
Project: South Padre Island Dune Restoration

Prospective proposers are hereby notified of the following clarifications to the Request for Proposals packet (RFP 2023-SL03).

I. **QUESTIONS/CLARIFICATIONS**

A. **Are any professional service license (i.e. PE, RPLS/LSLS, etc.) required to complete the work?** *No.*

B. **Will property owner permission be required for planting activities of sand fence installation?** *No.*

C. **The requirement that all plant material be sourced from South Padre Island was not included in the last solicitation. Is live specimen harvesting the only acceptable method or can plant material be harvested at South Padre Island then propagated away from the Island?** *Plant material can be harvested and propagated away from the Island.*

D. **Are there restrictions on what properties plant material can be harvested from? Is harvesting from the below properties acceptable?** *Permission to harvest from property owners would be required.*
   1. **Private parcels with landowner permission**
   2. **County/City property (i.e. existing right-of-way, parks, easements, etc.)**
   3. **Dune areas seaward of the historic building line**

E. **Does the City anticipate that the dunes will be irrigated until established? If yes, does the City anticipate performing the irrigation or will the City expect the contractor to irrigate?** *The dunes would need to be irrigated until established. The selected company would be responsible for irrigation.*

Please acknowledge receipt of this addendum in the appropriate place in your submission.

Name

8/18/2023
Date