

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between the City of Huntsville, and Arcadis, U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and Arcadis U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek," consisting of a total of twenty-two (22) pages including Attachment "A", and the date of February 24, 2022, appearing on the margin of the first page, together with the signature of the resident or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of February, 2022.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of February, 2022.

Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND
ARCADIS U.S., INC. FOR GRANT
APPLICATION DEVELOPMENT
SUPPORT SERVICES**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City" or "Client") and Arcadis U.S., Inc., a foreign corporation (hereinafter referred to as "Arcadis" or "Contractor") for services as described herein. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date"). The City and Arcadis hereby agree as follows:

WHEREAS, the City desires to apply for a grant through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program; and

WHEREAS, the City will use the grant funds for the Dallas Branch and Pinhook Creek Flood Mitigation Project; and

WHEREAS, Arcadis has the expertise and professional grant-writing experience necessary to assist the City in applying for the grant; and

WHEREAS, the City desires to retain Arcadis to assist in preparing and submitting the grant application.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 Scope of Work.

Arcadis will provide funding application development services for the Dallas Branch and Pinhook Creek Flood Mitigation Project. The scope of Arcadis' services provided pursuant to this Agreement is more particularly set forth in the letter dated January 21, 2022 from Brian Ruggs to Gary Gleason, which is attached hereto as Exhibit A.

2.0 Contract Amount and Payment Schedule.

President of the City Council of the City
of Huntsville, AL
Date: February 24, 2022

Arcadis shall submit set invoices to be paid by the city within thirty days for the services provided by Arcadis pursuant to this Agreement in a Not-to-Exceed total contract amount of Forty-One Thousand Nine Hundred and Eighty-Five Dollars (\$41,985.00).

3.0 General Terms and Conditions

3.1 Notices.

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

Brian Ruggs
2839 Paces Ferry Road SE
Suite 900
Atlanta, GA 30339
Brian.Ruggs@arcadis.com

City Of Huntsville
Attention: Gary Gleason
P.O. Box 308
Huntsville, Alabama 35804
(256) 427-5350
gary.gleason@huntsvilleal.gov

3.2 Project Staff.

3.3 Time Period.

Arcadis shall commence the work to be done pursuant to this Agreement on February 25, 2022 and shall complete said work no later than February 28, 2022.

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

Arcadis may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without

obtaining the prior written approval of the City's Project Manager. Arcadis shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Arcadis shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Arcadis of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (i) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

6.0 Termination

6.1 Termination For Convenience

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Arcadis. Notice to terminate shall be given to Arcadis by written notification mailed or hand delivered to the contact address for Arcadis listed in Section 3.1 herein. In the event of such termination without cause, Arcadis shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Arcadis providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Arcadis shall promptly submit the City its invoice for final payment.

6.2 Termination For Cause

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

7.0 Nonexclusiveness of Remedies.

Any right or remedy on behalf of the City or Arcadis provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to Arcadis.

Arcadis is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Arcadis and its agents and/or employees. Arcadis waives any and all rights to recovery from the City for any injuries that Arcadis (and/or its agents and/or employees) may sustain while performing services under this Agreement.

9.0 Insurance and Indemnity.

Arcadis shall carry liability insurance with a \$1,000,000.00 general aggregate limit. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Arcadis for products used by and completed operations of Arcadis; or automobiles owned, leased, hired or borrowed by Arcadis. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

Arcadis's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Arcadis's insurance and shall not contribute to it.

HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Arcadis, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance of Arcadis's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Arcadis or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

Arcadis agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Arcadis or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Intellectual Property Rights.

Arcadis agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Arcadis pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Arcadis, and granting Arcadis the sole right to defend such claim. In the event of any infringement or claimed infringement, Arcadis, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Arcadis shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Property of City.

All work product prepared by Arcadis pursuant to this agreement shall become and be the sole property of the City.

10.8 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.9 Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.10 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Survivability.

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

10.12 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Arcadis's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
Its: Clerk Treasurer

ARCADIS U.S., INC.

By: _____

Its: _____



Mr. Gary Gleason
City of Huntsville - Engineering
P.O. Box 308
Huntsville, AL 35804-0308

Arcadis U.S., Inc.
2839 Paces Ferry Rd SE
Suite 900
Atlanta, GA 30339
Tel 770 431 8666
www.arcadis.com

Subject:

Proposal for Grant Application Development Support Services
Dallas Branch/Pinhook Creek Flood Control
City of Huntsville, Alabama

Date:

January 21, 2022

Dear Mr. Gleason:

Contact:

Brian Ruggs

Arcadis is pleased to present the following proposal to the City of Huntsville, Alabama (Huntsville) to provide funding application development services for the Dallas Branch and Pinhook Creek Flood Mitigation Project.

Phone:

205.930.5928

The aforementioned project represents eligible project activities under the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP). FEMA's HMGP provides funding to state, local, tribal and territorial governments so they can rebuild in a way that reduces, or mitigates, future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.

Email:

Brian.Ruggs@arcadis.com

It is our understanding that Huntsville would like to submit an application for the construction funding to implement flood mitigation measures that would significantly reduce overflows from Dallas Branch "into" the Dallas Branch By-Pass while also reducing damages along the lower portions of Dallas Branch and Pinhook Creek.

Arcadis provides a diverse and seasoned team of policy, finance, architectural, and engineering experts to support Huntsville in further developing this mitigation grant application. Members of our team have helped secure over \$5 billion in grant funding and low interest financing for our clients over the past five years. Our team's success in identifying and capturing state and federal funds has been built upon a proactive strategy. Arcadis has professional staff whose responsibility is to track and maintain current knowledge of the variety of available funding

Gary Gleason
 Engineering Department, City of Huntsville
 January 21, 2022

opportunities for utilities, policy developments, and specific criteria that must be met to win grant and low- or no-interest funding for certain types of projects. We then leverage that knowledge and our technical expertise in the water and wastewater sector to develop nationally competitive funding applications on behalf of our clients.

Our proposal represents our understanding of Huntsville's need to implement the Dallas Branch and Pinhook Creek Flood Mitigation Project. We believe our successful project experience and attention to detail is demonstrated in the proposed scope and deliverables. We appreciate your consideration of our proposal and welcome the opportunity to continue to demonstrate the expertise and dedication of our team.

The anticipated deadline to submit a HMGP application to the Alabama Emergency Management Agency (AEMA) is February 16, 2022. We recommend that the team continues to review existing project materials and potential benefits of the project to ensure all program deadlines can be met expeditiously.

SCOPE OF SERVICES

The scope of services includes activities necessary for development of a HMGP grant application for submittal to AEMA and FEMA for review. The work breakdown structure of the scope of services includes primary tasks associated with the preparation of a grant application, including the following tasks:

- Project Management
- Project Cost Updates and Refinement
- Grant Application Development
- Benefit-Cost Analysis
- Quality Review/Application Submittal

Applications are due to AEMA on February 16, 2022. The specific approach will be based on the eligibility criteria associated with the grant program, and any additional release of program guidance and materials. The scope of work submitted to AEMA and FEMA will include permitting, construction, and grant management activities. A description of the activities and deliverables associated with each task is provided below.

Task 1: Project Management

Project management will provide oversight and coordination of the execution of the proposed tasks, maintaining project schedule, and tracking budget. The Project Manager will monitor the project scope, schedule, and budget and communicate any changes with Huntsville's Project Manager on a regular basis through phone calls, emails, meetings, and progress reports. The Project Manager will complete monthly invoicing and be responsible for coordinating the various activities that are needed to complete the project.

The following is an itemized list of tasks the Project Manager will be performing under this scope to support overall project success.

1. The Project Manager shall be responsible for financial and schedule management of the project.
 Invoices will be submitted to City of Huntsville on a monthly basis, including a monthly progress report

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Gary Gleason
Engineering Department, City of Huntsville
January 21, 2022

and updated cash flow projection. The monthly progress report will include a summary of work completed during the reporting period, a summary of the planned activities for the next period, and any work the Engineer deems beyond the scope of the Work Authorization.

2. The Project Manager shall respond to deliverable comments from the Huntsville staff. All responses will be in writing with appropriate modifications incorporated into the project documents, as applicable.
3. The Project Manager shall conduct regular communication with the Huntsville Project Manager via emails and telephone and conference calls, as required.

Project Kick-Off Meeting: Upon receiving authorization to proceed, Arcadis will schedule a kick-off meeting with Huntsville. We will work with your team to review the proposed project, the benefits of the proposed project, mitigation alternatives that will be included in the grant application, the task schedule, and the proposed work plan.

Assumptions for Task 1

1. All project related communication will be conducted between the Project Manager and the Huntsville Project Manager (or his/her designee).
2. The scope does not include participation of the Project Manager in any public outreach meetings. If requested by Huntsville, the Project Manager will prepare informational handouts and other appropriate material for identification of key project issues as an additional service.

Task 2: Project Cost Updates and Refinement

Arcadis' team of estimators, led by experienced, licensed general contractors, will review and update the cost estimate based on general contractor inputs considered in the bidding process, historic bid results from similar projects, the complicated effects of the Covid pandemic, as well as the current supply chain delays and escalations. Arcadis will also review existing materials to ensure compliance with FEMA cost estimating principals and schedule requirements.

Task 3: Grant Application Development

The grant application development scope includes the following:

General Applicant Information: Arcadis will ensure the correct general applicant information is provided for the project application, including:

- Contact information for the Application Point of Contact and Authorized Agent
- Tax ID numbers
- NFIP information

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- Local Hazard Mitigation Plan information (including information leading to construction with regard to planning, engineering, design, etc.)

Project Location and Mapping: Arcadis will use existing photographs and mapping provided by Huntsville to capture site-specific documentation necessary to fully develop the resubmittal application. Arcadis will use GIS (if necessary) to further develop project location maps required for the grant application, including a topographic map, marked Flood Insurance Rate Map (FIRM), ground disturbance map, wetlands delineation map, and any additional mapping requirements.

Application Project Description, Written Scope of Work, and Protection: Arcadis will coordinate with Huntsville to finalize a detailed written scope of work for the project to be submitted in the application. The scope of work included in the application will narrate the need for the solution, the expected level of project performance, and demonstrate that design and implementation will adhere to all Federal, State, and local requirements. The scope narrative will include necessary permitting and construction of the project. Existing design documents will serve as the basis for this scope of work.

Environmental and Historic Preservation: Arcadis will reevaluate the project site to demonstrate that the solution will minimize harm to the environment and to ensure no updates are necessary since the last submittal. The environmental and historic preservation evaluation uses publicly available GIS data to review the affected area for the presence of wetlands, water bodies, and endangered species within the anticipated area of ground disturbance; supplemented by photographs for the Project Location and Mapping portion of the application. In addition, Arcadis will send review and concurrence requests to regulatory agencies as required by the funding source.

Cost Estimate and Schedule: Arcadis will provide a refined project budget (reference Task 2) and schedules for the application.

Task 4: Benefit-Cost Analysis

Many funding applications must demonstrate the value of the project for which assistance is requested. FEMA grant programs require a benefit-cost analysis (BCA) to demonstrate not only that the project has value, but that it is cost-effective. FEMA's BCA tools and methodologies are widely accepted by other funding agencies to demonstrate project value. Arcadis will use FEMA's BCA Toolkit Version 6.0.0 to perform a BCA for the proposed solution and obtain a benefit-cost ratio (BCR), unless a newer method is approved and issued by FEMA, in which case the newer system will be utilized. Technical documentation detailing the methods and data used to develop the BCA will also be provided as part of this task.

Task 5: Quality Review and Application Submittal

Arcadis will compile documentation and materials produced in Tasks 1 through 4 to submit a complete funding application to AEMA and FEMA. This includes the following required items referenced above:

- Project Description and Location

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Gary Gleason
 Engineering Department, City of Huntsville
 January 21, 2022

- **Cost Estimate and Schedule**
- **Environmental Review and Historic Preservation Compliance**
- **Alternatives Analysis**
- **Benefit-Cost Analysis Technical Memorandum and Report**
- **Required forms and documentation specific to the funding source, including:**
 - Maintenance Agreement
 - FFATA Form
 - SFHA Acknowledgement of Conditions
 - Local Cost Share Commitment Letter
 - Project Assurances – Construction and Lobbying
 - Agency Concurrence Request Letters

A quality review will be conducted with Huntsville to verify the application contents and incorporate revisions. Arcadis will supply all required forms, for which Huntsville will obtain signatures from the authorized applicant agent.

Additionally, Arcadis will submit the application if requested by and on behalf of Huntsville. Otherwise, we will ensure proper delivery to the authority for submittal and will work with the authorized agent to ensure all attachments, paperwork, and sections are properly submitted by the February 16, 2022 deadline.

ASSUMPTIONS

Arcadis will provide project management services for project administration, including project status reporting and invoicing, including coordination of the Arcadis project team. These services are reflected in the fee proposal.

Arcadis will rigorously review all information that it already has in relation to work previously submitted to complete prior applications. If it is determined that any data gaps exist, a request for information to Huntsville will be submitted. Subsequently, Arcadis assumes that Huntsville, to the best of its ability, will fulfill said request.

Arcadis assumes that Huntsville's procurement policy and procedures are in alignment with 2 CFR Part 200, Provisions for Non-Federal Entity Contracts Under Federal Award (see attached).

FEE PROPOSAL

Arcadis proposes to provide the above scope of services for a not-to-exceed fee of **\$41,985**. The following table provides a task-level summary of our labor costs. Our services will be invoiced on a time and materials basis. A detailed work breakdown of the costs is included in Enclosure 2.

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Gary Gleason
 Engineering Department, City of Huntsville
 January 21, 2022

Task	Cost
Task 1 – Project Management	\$ 4,063
Task 2 – Project Cost Updates and Refinements	\$ 3,718
Task 3 – Grant Application Development	\$25,980
Task 4 – Benefit-Cost Analysis	\$ 5,338
Task 5 - Quality Review and Application Submittal	\$ 2,886
Total	\$41,985

PROJECT TEAM

The key members of our project team are listed below.

Staff	Role	Office Location
Brian Ruggs, PE	Project Manager	Atlanta, GA
Aaron Henderson, CFM	Grant Funding Specialist	Atlanta, GA
Jonathan Trimble	Benefit Cost Analyst	Tallahassee, FL
Brian Bandy, PE	Project Engineer	Atlanta, GA
Chris Matthews, PE	Construction Manager	Atlanta, GA

SCHEDULE

Arcadis will complete the scope of services outlined herein upon receipt of authorization to proceed. A detailed schedule including task milestones will be provided at our project kickoff meeting.

Milestone	Date
Project Kickoff Meeting	1 week after NTP
Grant Application Quality Review and Submittal	On or before February 15, 2022

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Gary Gleason
Engineering Department, City of Huntsville
January 21, 2022

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.
Please contact me if you have any questions.

Sincerely,

Arcadis U.S., Inc.



Brian Ruggs
Principal Water Engineer

Copies:

Enclosures:

- 1 Provisions for Non-Federal Entity Contracts Under Federal Award
- 2 Work and Cost Breakdown Table

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ENCLOSURE 1

PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARD

1.0 SUSPENSION AND DEBARMENT

1.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such CONSULTANT is required to verify that none of CONSULTANT, its Principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this Agreement, CONSULTANT certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.

1.2 CONSULTANT must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

1.3 The certification in paragraph 1.2 above is a material representation of fact relied upon by the Client. If it is later determined that CONSULTANT did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client and, if applicable, the Territory of Puerto Rico, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

1.4 CONSULTANT represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of Virginia, any political subdivision of the State of Virginia or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. CONSULTANT shall promptly notify the Client, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which the Client may terminate the Agreement. For purposes of this section, CONSULTANT is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, "CONSULTANT" for the purposes of this Section, shall not include persons owning publicly traded shares of CONSULTANT).

2.0 DAVIS-BACON ACT

2.1 Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of CONSULTANT pursuant to FEMA regulations. However, if this award is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the Agreement documents.

3.0 RIGHTS TO INVENTIONS MADE UNDER AN AGREEMENT

3.1 The requirements in 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" do not apply to the Public Assistance Program or the Hazard Mitigation Grant Program.

4.0 COPELAND "ANTI-KICKBACK" ACT

4.1 CONSULTANT shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable.

4.2 CONSULTANT and any subcontractors shall insert in any subcontracts the clause in paragraph 4.1 above. CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

4.3 A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

5.1 CONSULTANT shall comply with the provisions of the Contract Work Hours and Safety Standards Act. The provisions of the Contract Work Hours and Safety Standards Act are applicable where the amount of the prime contract exceeds \$100,000.

5.2 CONSULTANT or any subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.3 In the event of any violation of the clause set forth in paragraph 5.2 of this section CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONSULTANT and any subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 5.2 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 5.2 of this section.

5.4 The Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or any subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 5.3 of this section.

5.5 CONSULTANT or any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 5.2 through 5.3 of this section.

6.0 ACCESS TO RECORDS

6.1 CONSULTANT agrees to provide the Client, FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

6.2 CONSULTANT agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.

6.3 CONSULTANT agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

6.4 CONSULTANT agrees to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). CONSULTANT specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, CONSULTANT shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of CONSULTANT that are necessary to verify the nature and extent of the costs charged to the Client hereunder. CONSULTANT further agrees that if CONSULTANT carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

7.0 LOGO

7.1 CONSULTANT shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

8.0 COMPLIANCE WITH THE LAW

8.1 CONSULTANT shall acknowledge that FEMA financial assistance will be used to fund the Agreement only and agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.0 FEDERAL GOVERNMENT NOT A PARTY

9.1 CONSULTANT acknowledges and understands that the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the Client, CONSULTANT or any other party pertaining to any matter resulting from the Agreement.

10.0 FALSE CLAIMS

10.1 CONSULTANT acknowledges that 31 U.S.C. Chapter 38 applies to all actions pertaining to this Agreement.

11.0 ENVIRONMENTAL PROTECTION

11.1 CONSULTANT shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air

Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.0 ENERGY EFFICIENCY

12.1 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

13.0 BYRD ANTI-LOBBYING AMENDMENT (31 USC §1352)

13.1 CONSULTANT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining this Contract.

13.2 CONSULTANT shall disclose to the Client any lobbying with non-Federal funds that took place in connection with obtaining this Agreement.

14.0 REMEDIES FOR BREACH OF CONTRACT

14.1 If CONSULTANT violates or breaches any of the terms of the Agreement, the Client may avail itself of any or all of the remedies provided elsewhere in this Agreement.

ENCLOSURE 2

WORK AND COST BREAKDOWN TABLE

Huntsville, Alabama HMGP Application														
Template ver. April 2009														
Note: You must enter a unique name for each column in Row 6 to assure that the labor correctly calculates from the WBS tab.														
LABOR CATEGORIES, HOURS & COSTS														
Billing Category		Name												
Task	Description	Billable?	Engr/Sci Grade 11	Brian Ruggie	Brian Bandy	Heather Sprague	Aaron Henderson	Jamie McMillan	Jonathan Trimble	Chris Matthews	Felipe Dias	Engr/Sci Grade 5	Tech/Proj Asst Grade 589	Total Hours
1	Project Management	YES	20	-	-	-	-	-	-	-	-	-	-	20
2	Project Cost Updates	YES	-	-	-	-	-	-	-	15	-	-	-	15
3	Application	YES	-	-	-	50	10	40	20	-	30	48	-	198
4	BCA	YES	-	-	-	-	10	5	30	-	-	-	-	45
5	QAQC	YES	-	-	-	-	10	5	5	-	-	-	-	20
6			-	-	-	-	-	-	-	-	-	-	-	-
7			-	-	-	-	-	-	-	-	-	-	-	-
8			-	-	-	-	-	-	-	-	-	-	-	-
9			-	-	-	-	-	-	-	-	-	-	-	-
10			-	-	-	-	-	-	-	-	-	-	-	-
00CNT	Contingency	YES	-	-	-	-	-	-	-	-	-	-	-	-
00CLO	Project Closeout	YES	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL LABOR HOURS			20	-	-	50	30	50	55	15	30	48	-	298
Rate Schedule:														
Lump Sum														
Standard Billable Rates for Lump Sum:			\$ 285.78	\$ -	\$ -	\$ 185.64	\$ 185.64	\$ 107.85	\$ 98.10	\$ 247.86	\$ 138.48	\$ 90.87	\$ 177.90	
Project Billable Rates:			\$ 203.13	\$ 229.00	\$ -	\$ 186.63	\$ 185.64	\$ 107.85	\$ 98.10	\$ 247.86	\$ 138.48	\$ 90.87	\$ 177.90	#N/A
1	Project Management	YES	\$ 4,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,063
2	Project Cost Updates	YES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,718	\$ -	\$ -	\$ -	\$ 3,718
3	Application	YES	\$ -	\$ -	\$ -	\$ 9,332	\$ 1,856	\$ 4,314	\$ 1,962	\$ -	\$ 4,154	\$ 4,362	\$ -	\$ 28,980
4	BCA	YES	\$ -	\$ -	\$ -	\$ -	\$ 1,856	\$ 539	\$ 2,943	\$ -	\$ -	\$ -	\$ -	\$ 5,339
5	QAQC	YES	\$ -	\$ -	\$ -	\$ -	\$ 1,856	\$ 539	\$ 491	\$ -	\$ -	\$ -	\$ -	\$ 2,886
6		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00CNT	Contingency	YES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00CLO	Project Closeout	YES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BILLABLE LABOR			\$ 4,063	\$ -	\$ -	\$ 9,332	\$ 5,569	\$ 5,393	\$ 5,396	\$ 3,718	\$ 4,154	\$ 4,362	\$ -	\$ 41,985

Arcadis Dallas Branch HMGP Application (City of Huntsville, AL) Labor Rates		
POSITION	NAME	HOURLY RATE
Eng/Sci Grade 12&13	Chris Matthews	\$ 250.00
Engr/Sci Grade 11	Brian Ruggs	\$ 205.00
Engr/Sci Grade 10	Aaron Henderson, Cindy How, Heather Sprague	\$ 190.00
Engr/Sci Grade 9		\$ 175.00
Engr/Sci Grade 8	Felipe Dias	\$ 140.00
Engr/Sci Grade 7	Jamie McMillan, Jonathan Trimble	\$ 110.00
Engr/Sci Grade 6	Amy Doneff	\$ 95.00
Engr/Sci Grade 5		\$ 50.00
Proj Asst 5 & 6	Mary Funderburk	\$ 90.00

All rates will remain in effect through the duration of the project.