NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JANUARY 23, 2025 - 5:00 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
   Fr. Thomas Colyandro – The Assumption of the Virgin Mary Greek Orthodox Church
4. PLEDGE OF ALLEGIANCE
   American Flag

   Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

1. Expressions of thanks, gratitude, and condolences

2. Information regarding holiday schedules
   a. Letter from Senator John Cornyn - Martin Luther King Jr. Day

3. Recognition of individuals
   a. Port of Galveston 200th Anniversary Proclamation
   b. Z Krewe Day Proclamation
   c. Certificates of Recognition - I.L.A. Local 20, Family Service Center of Galveston County, Better Parks for Galveston
   d. City of Galveston - 2024 Smart 20 Awards Recipient
   e. Big Brothers Big Sisters Gulf Coast Proclamation

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

Documents:

MLK DAY.PDF

6.B. Present The Investment Report For Quarter Ended December 31, 2024 As Part Of The City Manager's Report. (C. Ludanyi)

Documents:

STAFF REPORT FOR INVESTMENT REPORT DECEMBER 31 2024.PDF
GALVESTON 12-31-24 QRTRLY SIGNED.PDF

7. COMMUNICATIONS AND PETITIONS

Claims: 24-089 - Michelle Garcia; 24-090 - Elda Ruiz; 24-091 - Anthony Conde; 24-092 - Enterprise Rent-A-Car; 25-001 - Herb Walpole; 25-002; 25-003 - Dannie Ofutt.

Documents:

CLAIMS - JANUARY 2025 AGENDA.PDF

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Declaring A Planned Unit Development Overlay (PUD) In A Residential, Single Family-One (R-1-PUD) Base Zoning District On Property Commonly Known As 2018 60th Street, And Which Is Legally Described As Lot 8R (8-18), Of Two West, Replat Of Lots 8 And 9, Garretts Subdivision, In The City And County Of Galveston Texas As Expired; Revoking, Terminating, Repealing Or Otherwise Cancelling Ordinance No. 22-065; Planning Case Number 24P-045; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (C. Gorman)

Documents:

24P-045 - CC STF RPT PKT WITH ORD.PDF

8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Central Business (CB) Zoning District To Construct A "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", And "Electric Vehicle Charging Station", On Property Commonly Known As 101 14th Street, 1405-1415 Harborside Drive, And Which Is Legally Described As M.B. Menard Survey, Lots 4, 5, 6, And The North 70 Feet Of Lot 7 (7-1), Block 674, In The City And County Of Galveston, Texas; Planning Case Number 24P-042; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Documents:

24P-042 - CC SFT RPT PKT WITH ORD.PDF

9. PUBLIC COMMENT
   A. Agenda Items
   B. Non-Agenda Items

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Ordinance Amending The Total Operating Budget For Fiscal Year Ending September 30, 2024

Consider an ordinance of the City of Galveston, Texas, amending the total operating budget for fiscal year ending September 30, 2024, by adjusting various budget

accounts in the amount of three million six hundred eighty-two thousand eight hundred twenty-six dollars ($3,682,826) to properly record expenditures. General Fund amendments totaling $2,401,680 related to personnel costs in Streets, Traffic, Parks & Recreation, Community Development, and Finance ($744,000), supplies and services in various departments ($702,600), Traffic capital outlay ($31,000), Hurricane Beryl disaster recovery ($28,020), and operating transfers out to Separation Pay Fund ($700,000) and Workers' Compensation Fund ($196,000). Special Revenue Fund amendments totaling $989,146 related to Project Management costs ($32,196), Capital Outlay Improvements ($92,066), Fixed Asset Studies ($158,718), Separation Pay Fund ($666,517), and various services ($39,649). The Workers' Compensation Fund is amended to provide for increased expenditures of $292,000. The amendment includes operating transfers between funds totaling $1,566,624 to facilitate the funding of the detailed expenditure adjustments; making various findings and provisions related to the subject; and providing for an effective date. (Ludanyi)

Documents:

FY24 BUDGET AMENDMENT NUMBER 3 STAFF REPORT.DOCX
BUDGET AMENDMENT NO. 3 ORDINANCE.DOCX
FY24 BUDGET AMENDMENT NUMBER 3 - ATTACHMENT A.PDF
FY24 BUDGET AMENDMENT NUMBER 3 - ATTACHMENT B.PDF
FY24 BUDGET AMENDMENT NUMBER 3 - ATTACHMENT C.PDF

10.B. Consider Adopting Ordinance 25-__ Amending The Code Of The City Of Galveston 1982, As Amended, Chapter 34, "Traffic", Article III, "Vehicle Operation", Section 34-59, "Decrease Of State Law Maximum Speed", "Speed Limit 20 Miles Per Hour", By Adding The "Spanish Grant Bayside Subdivision"; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date ; Authorizing The City Secretary To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

Documents:

20 MPH SPEED LIMIT - SPANISH GRANT BAYSIDE SUBDIVISION STAFF REPORT (REV 0).PDF

10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, Galveston 1982, As Amended, By Sunsetting The "Families, Children And Youth Advisory Board, And The Provisions Thereof, Under Chapter 26, "Parks And Recreation", Article V.; And Amend Chapter 2, "Article Iv. – Boards, Commissions And Committees', Division 2., As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (B. Sanderson)

Documents:

CHAPT. 2 AND 26 SUNSET OF FAMILIES CHILDREN AND YOUTH BD.DOC

11. CONSENT ITEMS - The Following Items Shall Be Considered For Action As A Whole, Unless One Or More Council Members Objects. The City Manager Is Authorized To Execute All Necessary Documents Upon Final Approval By The City Attorney.

11.A. Consider A Motion Accepting And Ratifying The Settlement Of The Claim Of RAC Industries And Payment In Satisfaction Of That Settlement As Outlined In The Executive

Session Of December 2024. (Legal)

Documents:

SCANNED FROM A XEROX MULTIFUNCTION PRINTER.PDF

11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Continuing The Interlocal Agreement With The Galveston Park Board Of Trustees Providing For The Conduct Of Hotel Occupancy Tax Audits By The City Auditor For A Total Of One Hundred (100) Cases For Audit, Providing For A Cost Reimbursement Of Six Hundred Dollars ($600.00) Per Audit Of Short Term Rentals, One Thousand Dollars ($1,000.00) Per Audit Of Hotels, For A Total Compensation Not To Exceed Sixty Thousand Dollars ($60,000.00); Providing For Completion By September 30, 2025; Making Various Findings And Provisions Related To The Subject. (G. Bulgherini)

Documents:

RES HOT TAX AUDITS - 2024-25.DOC
HOT AUDITS BY CITY FOR PB UNTIL 2025 DG.DOCX
PB APPROVAL.PDF

11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Appointing A President To The Galveston Housing Finance Corporation, And The Galveston Property Finance Authority; Designating The Term Of Office Of The President; Providing For Findings Of Fact And For An Effective Date. (M. Hay)

Documents:

RES. GHFC GPFA.DOCX

11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Directing Staff To File All Necessary Documents And Supporting Materials In Application For A Fiscal Year 2025 Sb 224 Catalytic Converter Grant Via The Motor Vehicle Crime Prevention Authority (Mvcpa); Authorizing The City Manager To Execute All Required Documents For The Grant Program; Providing For Findings Of Fact And Providing For An Effective Date. (D. Balli)

Documents:

RES - CATALYTIC CONVERTER GRANT APPLICATION-1-2025.DOCX

11.E. Consider For Approval To Allocate $48,000.00 In An Encumbrance Purchase Order For Baybridge Administrators To Facilitate Article 11 Of The Collective Bargaining Agreement. (D. Balli)

Documents:

STAFF REPORT - CLEAT.PDF
CBA 10-1-23 - 9-30-27.PDF
DOC296.PDF

11.F. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting The City's Portion Of A 2024 Byrne Justice Assistance Grant From The Department Of Justice In A Joint Total Amount Of $35,621.00, And Said City Portion To Provide For The Purchase Of Tactical Patrol Equipment For The City Of Galveston's Police Department; Authorizing The City Manager To Execute An Interlocal Agreement With Galveston County; Appointing The County As Fiscal Agent For The Grant; Dividing The Total Grant Award Between The Parties; Providing For Findings Of

Fact And Providing For An Effective Date. (D. Balli)

Documents:

RESOLUTION - JAG BYRNE JUSTICE GRANT - 2024.DOC
FY 2024 - JAG BYRNE INTERLOCAL AGREEMENT.DOCX
STAFF REPORT - JAG GRANT 2024 - BALLI - SIGNED.PDF
JAG GRANT QUOTES.PDF

11.G. Consider For Approval The Acceptance Of A Grant From Galveston County For Training Expenses In The Amount Of $22,500.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Varela)

Documents:

GC CONTRACT - FIRE DEPARTMENT GALVESTON.PDF
2025.01.10 GCFA GRANT.PDF
RESOLUTION - GALVESTON COUNTY - FIRE PROTECTION- 3 YEAR TERM-2025.DOC

11.H. Consider An Action Regarding An Adjustment To The Sandpiper Motel Utility Billing Account For An Amount Not To Exceed $16,084. (C. Ludanyi)

Documents:

SANDPIPER HOTEL STAFF REPORT FOR AN ADJUSTMENT.DOCX
SANDPIPER HOTEL.PDF

11.I. Consider A Motion To Approve A Contract With Brink's Incorporated For Armored Vehicle Services. (C. Ludanyi)

Documents:

SERVICES AGREEMENT- CITY OF GALVESTON- EXECUTION VERSION.PDF
STAFF REPORT ARMORED VEHICLE SERVICE JANUARY 2025.DOCX

11.J. Consider For Approval The Purchase Of 185 Motorola N70 Digital Handheld Radios With Required Programming And Accessories In The Amount Of $1,191,680.04 To Replace The Aged Radio Inventory Now At "End Of Life" Per Motorola But Currently In Use By The Police Department. R Simmons

Documents:

MOTOROLA STAFF REPORT.DOC
EXECUTED EXTENSION 2 - MOTOROLA SOLUTIONS, INC..PDF
MOTOROLA-SOLUTIONS.PDF
AMENDMENT 1 CONTRACT EXTENSION-MOTOROLA SOLUTIONS, INC RA05-21.PDF
185EA APX N70 QUOTE V3.PDF

11.K. Consider For Approval An Extension And Amendment Of Contract Between The City Of Galveston And Old Central Cultural Center To Assist The City Of Galveston In The Development Of An African American Cultural Heritage District. (B. Sanderson)

Documents:

STAFF REPORT - OLD CENTRAL CULTURAL CENTER EXTENSION.PDF

11.L. Consider For Approval Changes To Fees For Lasker Park Pool, Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (B. Sanderson)

Documents:

STAFF REPORT - LASKER POOL FEES (2025).PDF

11.M. Consider For Approval An Application To The Cultural Arts Commission From The Z Krewe For Permission To Paint The Intersection At 21st And Strand, Consistent With Long Tradition And In Compliance With The Standards Set Out In Section 32-3 "Notices, Drawings, Or Caricatures On Pavement" Of The City Of Galveston Code. (B. Sanderson)

Documents:

STAFF REPORT - Z KREWE STREET ART APPLICATION 2025.PDF

11.N. Consider For Approval An Application To The Cultural Arts Commission From The United Way Of Galveston For Permission To Paint The Sidewalk And Ramp Walls, Located At Austin Middle School (East Side), In Compliance With The Standards Set Out In Section 32-3 "Notices, Drawings Or Caricatures On Pavement" Of The City Of Galveston Code. (B. Sanderson)

Documents:

STAFF REPORT - UNITED WAY NIA CULTURAL CENTER BORN LEARNING TRAIL ART APPLICATION 2025.PDF

11.O. Consider For Approval The Rental Of Portacan Units For Pocket Parks 1 And 3, In The Amount Of $23,114.00 Each, For A Total Of $46,228.00, For March Through October 2025. (B. Sanderson)

Documents:

STAFF REPORT - PORTACANS AT POCKET PARK 1 AND 3.PDF

11.P. : Consider For Approval Awarding Bid# 25-01 To R. Alden Marshall & Associates LLC. In The Contract Amount Of $54,930.00 For The Restoration Of The Sydney Sherman Monument Authorizing The City Manager To Sign All Documents Upon The Review And Approval Of The City Attorney. (C. Kenworthy)

Documents:

STAFF REPORT FOR BID 25-01 SYDNEY SHERMAN MONUMENT RESTORATION PROJECT.PDF
COG-CON-25-309 - R ALDEN MARSHALL AND ASSOCIATES, LLC - VENDOR SIGNED CONTRACT.PDF
BID 25-01 TEXAS HEROES AND SIDNEY SHERMAN MONUMENTS TABULATION.PDF
PAGES FROM ORD - 000 - 01_07_1937 - ORDINANCES PASSED BY THE BOARD OF COMMISSIONERS 1937.PDF

11.Q. Approve A Request Authorizing The Award Of An Agreement To CAN/AM Technologies Inc For Purchase And Implementation Services Of The Teller Cashiering Solution And Approving The Execution Of Various Contract Documents As Outlined In This Report.

(H. Dean)

Documents:

FY25 CANAM TELLER PURCHASE.PDF
CITY OF GALVESTON, TX - TELLER EXHIBIT C STATEMENT OF WORK V.2.DOCX
CITY OF GALVESTON TELLER SOFTWARE AS A SERVICE AGREEMENT 2025-01-15.DOCX

11.R. Approve A Request Authorizing An Amendment To The Agreement With Cognizant Worldwide (Collaborative Solutions, LLC) For Purchase Of Post Workday Production Lean-On Services As Outlined In The Statement Of Work For An Amount Up To $ 237,925. (H. Dean)

Documents:

FY25 COGNIZANT LEAN ON SERVICES STAFF REPORTV1.DOCX
CITY OF GALVESTON_LEAN ON T AND M EMS P1 TO CVS.DOCX

11.S. Consider For Approval The Renewal Of The Annual Subscription Agreement With DLT Solutions, LLC Utilizing DIR TSO 4236 For InfoWorks ICM Ultimate Software Package Licenses And AutoCAD Licenses. (H. Dean)

Documents:

FY25 ICM STAFF REPORT.PDF
DLT QUOTE (5276305) [REF 1902628].PDF
DLT QUOTE (5276216) [REF 1902624].PDF

11.T. Consider For Approval An Agreement With Centre Technologies, An Authorized Microsoft License Reseller, For The Purchase Of Microsoft Office 365 Licenses For A One (1) Year Term. (H. Dean)

Documents:

FY25_O365_RENEWAL.PDF

11.U. Consider For Approval Amending The 2017 Airport Ground Lease Policy As Presented Upon Final Approval Of The City Attorney (M. Shahan).

Documents:

STAFF REPORT - AMEND THE SCHOLES INTERNATIONAL AIRPORT AVIATION GROUND LEASE POLICY - AMENDMENT 1.PDF

11.V. Consider For The Approval A 3-Year Contract, With The Option To Extend The Contract For Two One-Year Terms, For A Total Of Five Years, At The Cost Of $14,394.09 Over The Five-Year Period. This Contract Is For Axon Enterprise, Inc, For 7 (Seven) XP26 Tasers, Which Will Give The Deputies A Non-Lethal Option When Required While Using The Use Of Force Continuum And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Will Be From The Marshals Office Approved Budget Funding Source Is Minor Equipment 0100-261000-522056-423800. This Contract Will Utilize BuyBoard Proposal No. 698-23 (CEW Only). Nick Yeley

Documents:

HUB SEARCH FOR TASER .JPG
TASER QUOTE 1-9-25.PDF
STAFF REPORT TASER 1-14-25.PDF

11.W. Consider The Approval To Purchase 17 Strada Pay Stations Utilizing Omnia Contract # 158971 From Mitchell Time And Parking At A Cost Of $178,078.00. Authorize The City Manager To Execute The Purchase. The Funding Source Will Be From Parking Management Capitol Overlay Improvement Account 1096-913650-54005-425600. Nick Yeley

Documents:

QUOTE WITH OMINA CONTRACT 12-6-24.PDF
UPDATED OMNIA CONTRACT.PDF
STAFF REPORT 1-14-25 PAYSTATIONS.PDF

11.X. Consider For Approval, Authorizing The City Manager To Approve An Expenditure Of $19,500.00 With Mike Costello, Who Submitted The Lowest And Most Responsible Quote To Install A Silicone Roofing System On Hangar 70 Upon Final Approval By The City Attorney (M. Shahan).

Documents:

STAFF REPORT - HANGAR 70 SILICONE ROOFING SYSTEM.PDF

11.Y. Consider For Approval The Purchase Of (3) Four-Ton HVAC Units For The Airport (WWTP) In The Amount Of $65,906.38 From Way Engineering And Authorize The City Manager To Sign All Required Application Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

Documents:

STAFF REPORT AIRPORT WWTP HVAC UNITS (2).PDF

11.Z. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Supporting The Usage Of The Rosenberg Library Facility As A Cooling, Heating, And Disaster Registration Center (DRC), During Extreme Weather Conditions; Approving And Authorizing The City Manager To Enter Into And Execute An Agreement Between The City Of Galveston And The Rosenberg Library Association Regarding The Same, Upon Final Approval Of The City Attorney; Providing For Findings Of Fact And Providing For An Effective Date. (T. Wrobleski)

Documents:

RESOLUTION - ROSENBERG LIBRARY - HEATING - COOLING -DRC.PDF
ROSENBERG LIBRARY AGREEMENT STAFF REPORT.PDF

11.AA. Consider For Approval The Acceptance Of A Grant Award From The US Department Of Transportation (US DOT) For The Strengthening Mobility And Revolutionizing Transportation (SMART) Grant Program In The Amount Of $1,999,970.00 Authorizing The City Manager To Sign All Required Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

Documents:

STAFF REPORT US DOT SMART GRANT ACCEPTANCE.PDF
RESOLUTION-SMART GRANT AWARD - 2025.PDF

11.BB. Consider For Approval The Acceptance Of A Grant Award From The US Department Of Energy (USDOE) For The Energy Efficiency And Conservation Block Grant (EECBG) Program $89,006.98 Authorizing The City Manager To Sign All Required Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

Documents:

STAFF REPORT EECBG GRANT ACCEPTANCE.PDF
RESOLUTION - EECBG AWARD - AIRPORT HVAC AND TRAFFIC STRIPES.PDF

11.CC. Consider For Approval The Purchase Of (220) LED Strip Lights For Traffic Signal Cabinets For $23,100.00 From Texas Highway Products LTD And Authorize The City Manager To Sign All Required Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

Documents:

STAFF REPORT TRAFFIC CABINET LIGHTING- TEXAS HIGHWAY PRODUCTS.PDF

11.DD. Consider For Approval A Professional Services Contract With Lockwood Andrews & Newnam, Inc. (LAN) To Complete Construction Phase Services For The Galveston Lift Station # 6, 8 & 26 Repair Project In An Amount Of $151,146.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

Documents:

2025_0123 - LAN PROF SRVCS LS 6, 8 AND 26 STAFF REPORT (REV 0).PDF

11.EE. Consider Approval Of Amending The Funding Source To The Contract With Industrial TX Corp. For The Pirates Beach Wastewater Treatment Plant And Lift Station #35 Reconstruction Project, Item 11I Approved By City Council On August 24, 2023, In The Amount Of $22,797,120.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

Documents:

INDUSTRIAL TX - PIRATES BEACH WWTP RE-ALLOCATION OF FUNDS.PDF

11.FF. Consider For Approval Authorizing Phase 2 Of The Existing Professional Services Contract With Stantec Consulting Services (Stantec) To Complete The Construction Phase Engineering Services For The South Shore Pump Station In An Amount Of $891,850.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

Documents:

19576.PDF
CON - COG-CON-22-882-AMD-1 - STANTEC CONSULTING SERVICES, INC. - SOUTH SHORE DRAINAGE PROJECT AMENDMENT NO. 1 - 11_3_2022.PDF
CON - COG-CON-22-882-AMD-3 - STANTEC CONSULTING SERVICES, INC. - SOUTH SHORE PUMP STATION - 7_25_2024.PDF
CON - COG-CON-22-882 - STANTEC CONSULTING SERVICES, INC. -

SOUTH SHORE DRAINAGE PROJECT - 05_26_2022.PDF
11K SOUTH SHORE PUMP STATION.PDF
11G - STANTEC CONSULTING SERVICES.PDF

11.GG. Payment Of Shared Expenses Towards Maintenance Of The Old Galveston Causeway During FY2024 In Accordance With The "Agreement For Renovation And Future Maintenance Of Old Galveston Causeway (11/2002)" And The "First Amendment To Agreement (05/2010) To BNSF Railroad Company, Invoice No. 90273622, Dated 09/23/2024, In The Amount Of $155,942.42.(R Winiecke)

Documents:

2025_0123 - BNSF SHARED MAINTENANC AGREEMENT - INVOICE 90273622 (REV 0).PDF

11.HH. Consider For Approval The Replacement Of The Damaged Fence And Gate Controller At 30th Street Pump Station, In The Amount Of $22,695.38 With Foster Fence Through Buyboard Contract. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

REV. QUOTE -GTX 30TH ST. PUMP STATION GREEN.PDF
FOSTER FENCE BUYBOARD.PDF
30TH PUMP STATION - STAFF REPORT.PDF

11.II. Consider For Approval A Three-Year Annual Maintenance Contract For The Water / Wastewater SCADA System Software And Equipment At The Supply Division Water Pump Stations, Various Elevated Storage Tank Facilities, Wastewater Treatment Plants And Various Lift Stations From Sole Source Provider Watlow Electric Systems USA Inc. (Formerly Schneider Electric Systems). The Cost Of The Annual Contracts Will Be $183,529.00 For 2025, $190,370.00 For 2026 And $199,889.00 For 2027. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

STAFF REPORT - WATLOW SCADA ANNUAL MAINTENANCE.PDF
WATLOW ELECTRIC SYSTEMS ANNUAL MAINTENANCE.PDF
24Q-0053-2 CITY OF GALVESTON SOLE SOURCE LETTER.PDF
24Q-0053-2 COG 2025 SLA.PDF
ADDENDUM 1- EUROTHERM-WATLOW ELECTRIC COMPANY - 2024.PDF
SOLE SOURCE JUSTIFICATION FORM.PDF

11.JJ. Consider For Approval The Renewal Of A Contract To Preform Annual Maintenance On The City's SolarBees Installed In Lake Madeline, In The Amount Of $16,900.00 With IXOM Watercare. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

STAFF REPORT IXOM SOLARBEE MAINTENANCE CONTRACT.PDF
SOLE SOURCE LETTER - IXOM 2025.PDF
IXOM SOLARBEE MAINTENANCE CONTRACT.PDF
APPROVED IXOM WATERCARE - SOLE SOURCE JUSTIFICATION FORM.PDF

11.KK. Consider For Approval The Ratification Of The Emergency PO For The Rehabilitation Of

A Failed Sanitary Sewer Manhole On 23rd Street Between Market And Postoffice, Performed By Southern Trenchless Solutions In The Amount Of $27,257.67. (T Arnold)

Documents:

23RD STREET EMERGENCY PO STAFF REPORT.PDF
GALVESTON Q24-511-711.PDF
23RD AND POSTOFFICE SSWR MH REPAIR.PDF

11.LL. Consider For Approval The Purchase Of 6 Actuator Valves For Main Wastewater Treatment Plant (WWPT) In The Amount Of $52,830.00 With Rotork Controls Inc. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

STAFF REPORT ROTORK ACTUATORS.PDF
SOLE SOURCE LETTER - ROTORK 2025.PDF
ROTORK QUOTE.PDF
SOLE SOURCE JUSTIFICATION FORM - ROTORK 2025.PDF

11.MM. Consider For Approval The Payment For Maintenance Services Performed On Main Wastewater Treatment Plant's (WWTP) Blower System, In The Amount Of $18,622.00 Through Atlas Copco. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

STAFF REPORT ATLAS COPCO BLOWERS.PDF
EMERGENCY PURCHASE REQUEST - BLOWER PART REPLACEMENT.PDF
ATLAS COPCO - ORIGINAL QUOTE.PDF
ATLAS COPCO - MULTIPLE INVOICES.PDF
APPROVED ATLAS COPCO - SOLE SOURCE JUSTIFICATION FORM.PDF
SOLE SOURCE LETTER CITY OF GALVESTON 2024.PDF

11.NN. Consider For Approval The Buyboard Purchase Of Twenty-Two Traffic Signal Controllers And Malfunction Management Units Along Ave O And Ave P For The Amount Of $100,980.00 From Texas Highway Products. Authorizing The City Manager To Execute All Necessary Documents Upon Approval By The City Attorney. (T Arnold)

Documents:

QUOTE Q-2414821 MMU QUOTE-GALVESTON FOR GALVESTON, CITY OF.PDF
TEXAS HIGHWAY PRODUCTS BUY BOARD.PDF
STAFF REPORT SIGNAL CONTROLLERS FOR ONE-WAY STREETS.PDF

11.OO. Consider For Approval The Acceptance Of The BuyBoard Contract #731-24 From Vortex Services, For The Purchase Of 8" Cured-In-Place Sanitary Sewer Liner In The Amount Of $17,967.16. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

VORTEX STAFF REPORT .PDF
Q-VTG51890 - CITY OF GALVESTON.PDF
VORTEX BUYBOARD CONTRACT.PDF

11.PP. Consider For The Approval Of The Contract And Payment Totaling $37,500 To Sky Wonder Pyrotechnics For The 2025 Juneteenth Holiday Fireworks Show Which Will Be Funded By The Hotel Occupancy Tax And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

SKY WONDER PYROTECHNICS STAFF JUNETEENTH PACKET.PDF

11.QQ. Consider For The Approval Of The Contract And Payment Totaling $104,754.18 To Faster Assets For The Migration Of The Current Fleet Software System To Faster Web Which Will Be Funded By The Information Technology Improvement Fund And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith / H. Dean)

Documents:

FASTER WEB MIGRATION 2025 PACKET.PDF

11.RR. Consider For The Approval Of A Resolution Supporting An Interlocal Agreement Between The City Of Galveston, Texas And Harris County (Dba Harris County RIDES), In An Amount Of $400,000 Which Is Funded By A FTA/TXDOT Grant (80-20 Match) In Support Of Subsidized Taxi Services For The Delivery Of ADA Paratransit/Demand Response Transit Services And Thereby Authorizing The City Manager To Execute The Attached Agreement Thereof. (D. Smith)

Documents:

HARRIS COUNTY RIDES PACKET 2025.PDF

11.SS. Consider For The Approval Of A Resolution Of The City Council Of The City Of Galveston Establishing Certain Special Events As Serving Public Purposes, Authorizing The City Manager To Execute The Standard Form Agreement From The Texas Department Of Transportation For Temporary Closures Of State Right Of Ways For Each Event Along With All Other Necessary Documents. (D. Smith)

Documents:

TXDOT AGREEMENT SPECIAL EVENTS PACKET.PDF

11.TT. Consider For Approval Minutes Of The November 14, 2024 Workshop And Regular Meeting, And The December 12, 2024 Workshop And Regular Meeting. (J. Williams)

Documents:

MINUTES - JANUARY 2025 AGENDA.PDF

12. ACTION ITEMS

12.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Related To The Disposition Of L.A. Morgan School; Expressing Support For The Galveston Independent School District Trustees To Consider Alternative Use Plans For The L.A. Morgan School Site; To Reach Out To Various Community Groups To Solicit Proposals For That Site, Which Could Include A National Juneteenth Museum, And/Or A Community Park; Providing For Findings Of Fact And Providing For An Effective Date. (Lewis/C. Brown)

Documents:

RES. LA MORGAN SCHOOL.DOCX

12.B. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

1. Finance, Fiscal Affairs and Investment Committee
2. Short Term Rental Ad Hoc Committee

13. RECEIVE AND FILE (Non-Action Items)

13.A. Letter From Senator John Cornyn - Martin Luther King Jr. Day

Documents:

MLK DAY.PDF

13.B. Gulf Coast Authority - Notice Of Legislation Related To The Meetings Of The Board Of Directors Of The Gulf Coast Authority

Documents:

COR - 12_3_2024 - GULF COAST AUTHORITY - NOTICE OF LEGISLATION.PDF

14. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on 2024 at P.M.

Janelle Williams, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

One or more members of the City Council may attend the meeting by videoconference. A quorum of the members of the City Council will be physically present at the meeting location.

JOHN CORNYN
TEXAS

United States Senate

WASHINGTON, DC 20510-4305

January 20, 2025

Dear Fellow Texans:

Today we celebrate Martin Luther King Jr. Day and honor the remarkable legacy of this civil rights leader who led a life defined by courage and compassion.

As a father, husband, reverend, and pillar of his community, Dr. King inspired hope and sparked change by advocating for a just and unified America, and his example continues to guide us today.

Dr. King's mission to establish respect and equality for everyone, regardless of the color of their skin, serves as an important reminder that our words and actions have a tremendous impact on those around us.

Honoring Dr. King's vision is a practice we can each choose to walk in by extending grace and understanding to those who may hold a different opinion from us. I will continue to heed Dr. King's message as I serve more than 31 million Texans in the United States Senate.

I encourage all Texans to honor Dr. King's legacy today and every day by remembering his immeasurable contributions to our nation's progress toward equality and justice for all.

May God bless you all, and may He continue to bless the great State of Texas.

Sincerely,

JOHN CORNYN
United States Senator

City of Galveston

FINANCE DEPARTMENT

PO Box 779| Galveston, TX 77553-0779
cludanyi@galvestontx.gov |409-797-3594

Date: January 23, 2025

To: Brian Maxwell, City Manager
Mayor and City Council

From: Csilla Ludanyi, Chief Financial Officer

Request: Present the investment report for quarter ended December 31, 2024 as part of the City Manager's report.

Prior Council Action: None.

Background
As provided by state law and the City's local policy, the investment officers prepare and submit to the governing body of the City a written report of investment transactions for all funds covered by Texas Government Code Section 2256.023 for the preceding reporting period.

The City's investment portfolio market value totaled over $167 M at December 31, 2024 down from the previous quarter ending September 30, 2024 by $13.6M.

Hotel Occupancy Tax funds totaled $28.9M of the $167M portfolio.

At the quarter ending December 31, 2024, the portfolio was 88.22% liquid in overnight investments with balances in money market mutual funds and local government investment pools. The remaining portfolio was invested (11.78%) in treasury bills and agency. The maturity dates are laddered through October 2025. The weighted average yield to maturity of the investment portfolio was 4.683% which was lower than the 5.245% at September 30, 2024.

The portfolio reflects an **unrealized** gain of $15,332.46 from the investments. Meaning the market prices on December 31, 2024 were higher than the actual book value of the securities and if sold on December 31, 2024 a gain would have been realized.

The portfolio did gain interest income totaling $1,838,994.49 for the quarter ending December 31, 2024.

Fiscal Impact Report: Not applicable.

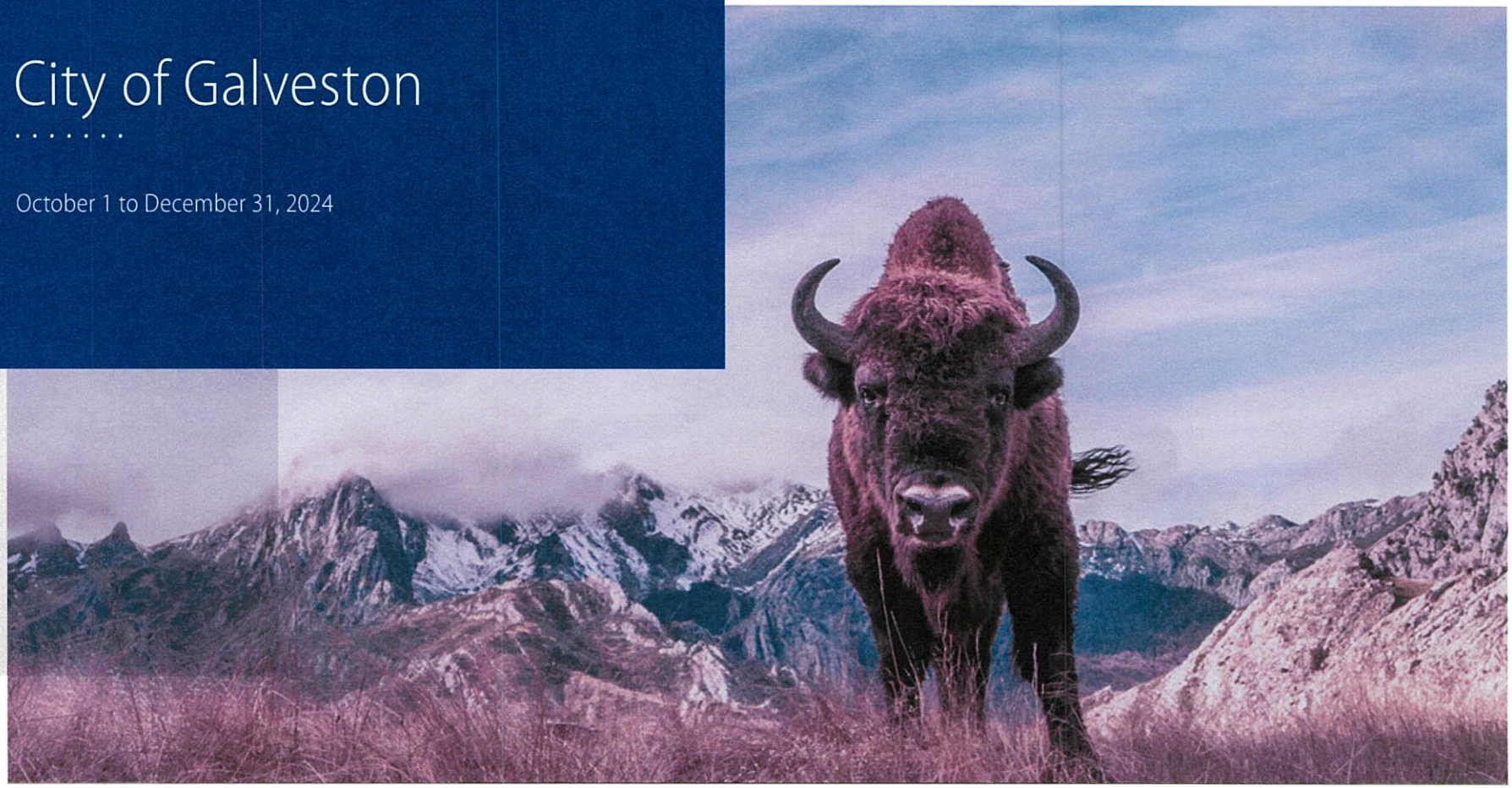
Alternatives: Not applicable.

Recommendation: Make available the City's quarter ending December 31, 2024 Investment Report.

INVESTMENT REPORT

City of Galveston

October 1 to December 31, 2024



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HilltopSecurities

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Market Recap

Bond yields generally edged higher in December despite another cut to the overnight funds target by the Fed. The underlying reason for rising yields (on longer maturities) was *persistent inflationary pressure*. Back in September, Fed officials believed inflation was under control, shifting their primary concern to a weakening labor market which they hoped a jumbo-sized 50 basis point rate cut would revive. Since then, the inflation rate has moved sideways, while employment has perked up.

The November employment report proved *better than expected* as U.S. businesses added +227k jobs to company payrolls. Upward revisions to the previous two months added another +56k, boosting the three-month average payroll gain from a tepid +123k to a solid +173k. In the separate household survey, a large decline in the civilian labor force pushed the unemployment rate up from 4.1% to 4.2%. *Still, historically low.*

The November CPI report was a bit warm once again. Headline CPI rose +0.3%, while the annual pace of consumer inflation rose from +2.6% to +2.7%. It was the second consecutive increase after reaching a low of +2.4% in September. Core CPI increased by +0.3% in November and held steady at a +3.3% annual pace for the third straight month. Shelter costs were a bright spot, up +0.3% for the month and +4.7% year-over-year, *the smallest annual increase in nearly four years.*

Fed officials ignored the solid November employment report and the frustratingly warm CPI and announced a 25 basis point rate cut on December 18th, bringing combined easing to 100 bps over the past three months. The new overnight funds target is 4.25% to 4.50%, still considered somewhat restrictive given the spread above core CPI. The committee's updated "dot plot," or median interest rate projection, showed a 2025 yearend forecast of 3.875%, up half a point from 3.375% in September and now calling for two more cuts in 2025 instead of four. For the end of 2026, the median forecast is now 3.375%, implying another half point reduction in 2026.

The committee was more upbeat on its unemployment rate forecast, lowering expectations from 4.4% to 4.3% by the end of next year. Given that it was perceived deterioration in the labor market that prompted the FOMC to ease by 50 bps back in September, that concern seems to have been extinguished, allowing the Fed to refocus on inflation.

Other central banks around the world continue to normalize their rate policies as economic growth stalls and inflation cools. In December, the Bank of Canada, and the Swiss National Bank both cut another 50 basis points, while the ECB cut another 25 bps. All else being equal, lower global rates should (eventually) exert downward pressure on U.S. bond yields.

Days after Fed officials cut the overnight rate, the personal consumption expenditures (PCE) index rose by just +0.1% in November, following three straight months of +0.2% gains. On a year-over-year basis, headline PCE came in slightly below forecast at +2.4%. More importantly, core PCE rose just +0.1% in November, the coolest since May, and +2.8% year-over-year, slightly below forecast. *A single month doesn't make a trend, but this was an encouraging report.*

The first FOMC meeting of 2025 is at the end of January. Obviously, that's still a month away and a lot can happen, but the committee is expected to hold rates steady until Fed officials get a better idea of the fiscal and trade policies that are likely to be implemented by the Trump administration.

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Investment Officers' Certification

This report is prepared for the City of Galveston (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Investment Officers

Csilla Ludanyi
Finance Director and Chief Financial Officer

Tammy Y. Jacobs
Director & City Controller

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Portfolio Overview

Portfolio Summary

	Prior 30 Sep-24	Current 31 Dec-24
Par Value	180,784,132.15	167,278,059.22
Original Cost	180,291,499.81	166,793,429.79
Book Value	180,588,703.51	166,944,348.86
Market Value	180,602,641.95	166,959,681.32
Accrued Interest	0.00	42,571.74
Book Value Plus Accrued	180,588,703.51	166,986,920.60
Market Value Plus Accrued	180,602,641.95	167,002,253.06
Net Unrealized Gain/(Loss)	13,938.44	15,332.46

Income Summary

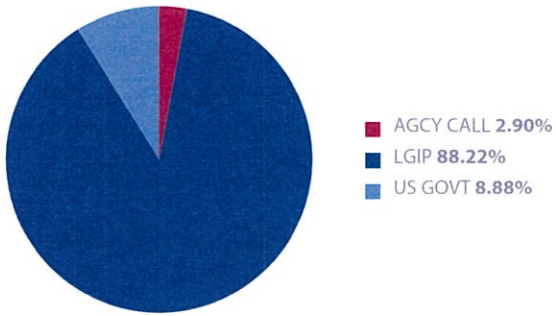
Current Period	1 Oct-24 to 31 Dec-24
Interest Income	1,838,994.49
Net Amortization/Accretion	230,683.68
Realized Gain/(Loss)	0.00
Net Income	2,069,678.17

Fiscal Year-to-Date	1 Oct-24 to 31 Dec-24
Net Income	2,069,678.17

Portfolio Characteristics

	Prior 30 Sep-24	Current 31 Dec-24
Yield to Maturity	5.245%	4.683%
Yield to Worst	5.245%	4.683%
Days to Final Maturity	9	21
Days to Effective Maturity	9	21
Duration	0.20	0.47

Asset Allocation



Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	15,000,000.00	(14,631,034.60)	(29,817.39)	(14,660,851.99)	0.00
Maturity	(15,000,000.00)	15,000,000.00	0.00	15,000,000.00	0.00

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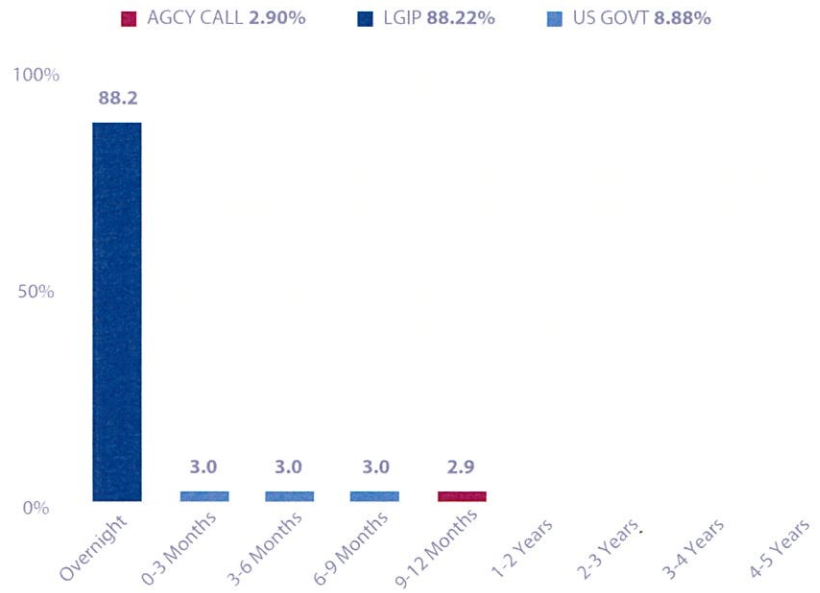
Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

Issuer	Allocation
LOGIC	37.09%
TXCLASS	29.11%
TEX PRIME	17.34%
United States Department of The Treasury	8.88%
TEXPOOL	4.09%
Federal National Mortgage Association	2.90%
TXDLY	0.59%

Maturity Distribution by Security Type

Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
AGCY CALL	--	--	--	--	4,845,148.06	--	--	--	--	**4,845,148.06**
LGIP	147,278,059.22	--	--	--	--	--	--	--	--	**147,278,059.22**
US GOVT	--	4,959,102.22	4,937,122.86	4,924,916.50	--	--	--	--	--	**14,821,141.58**
Total	**147,278,059.22**	**4,959,102.22**	**4,937,122.86**	**4,924,916.50**	**4,845,148.06**	**--**	**--**	**--**	**--**	**166,944,348.86**

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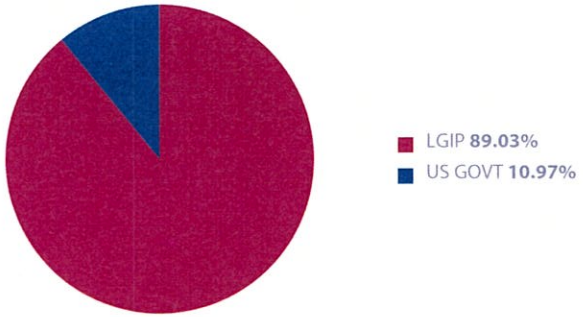
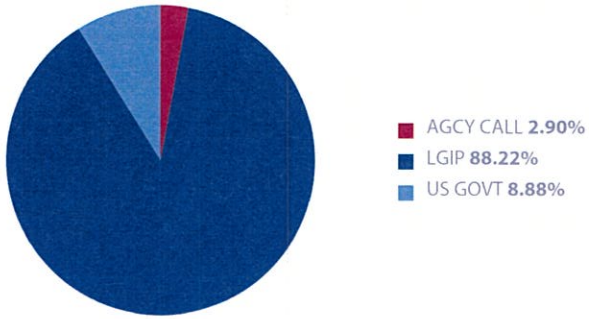
Asset Allocation

Asset Allocation by Security Type as of 30-Sep-2024



Asset Allocation by Security Type as of 31-Dec-2024



Book Value Basis Security Distribution

Security Type	Prior Balance 30-Sep-24	Prior Allocation 30-Sep-24	Change in Allocation	Current Balance 31-Dec-24	Current Allocation 31-Dec-24	Yield to Maturity
AGCY CALL	0.00	0.00%	2.90%	4,845,148.06	2.90%	4.430%
LGIP	160,784,132.15	89.03%	(0.81%)	147,278,059.22	88.22%	4.704%
US GOVT	19,804,571.36	10.97%	(2.09%)	14,821,141.58	8.88%	4.558%
Portfolio Total	**180,588,703.51**	**100.00%**		**166,944,348.86**	**100.00%**	**4.683%**

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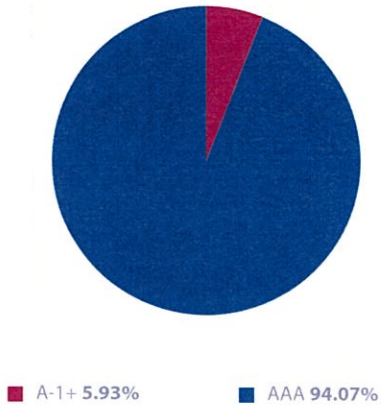
Credit Rating Summary

Rating Distribution

	Book Value	Portfolio Allocation
Local Government Investment Pools & Money Market Funds		
AAA	147,278,059.22	88.22%
Total Local Government Investment Pools & Money Market Funds	**147,278,059.22**	**88.22%**
Short Term Rating Distribution		
A-1+	9,896,225.08	5.93%
Total Short Term Rating Distribution	**9,896,225.08**	**5.93%**
Long Term Rating Distribution		
AAA	9,770,064.55	5.85%
Total Long Term Rating Distribution	**9,770,064.55**	**5.85%**
Portfolio Total	**166,944,348.86**	**100.00%**

Allocation by Rating



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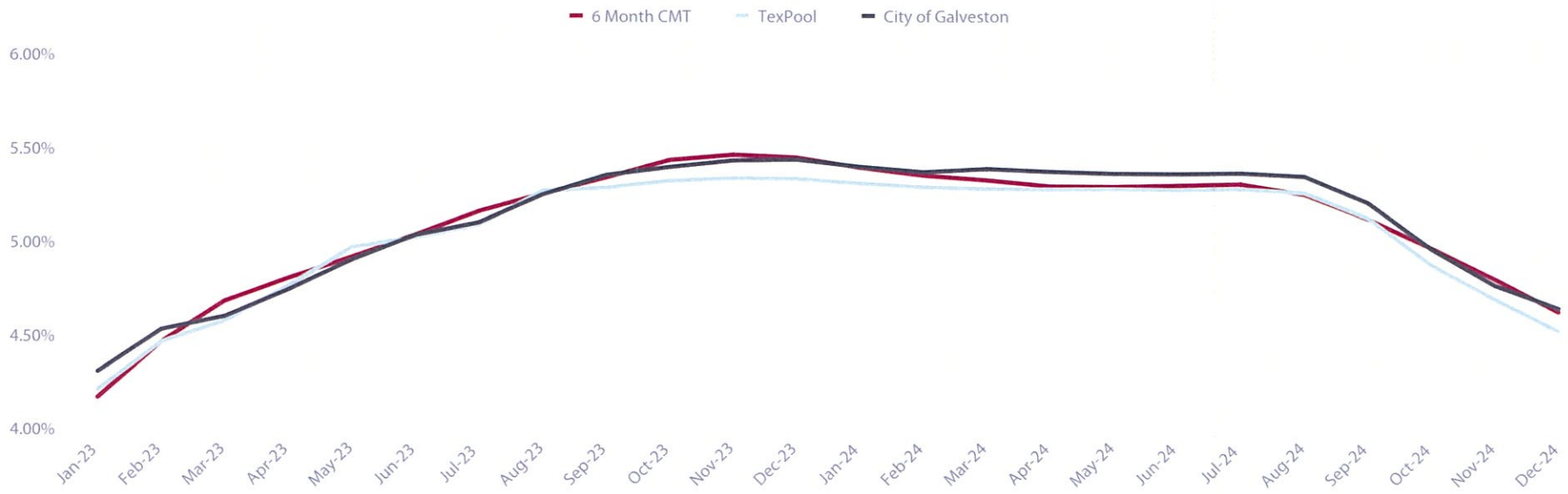
Benchmark Comparison



Yield Overview

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
City of Galveston	**4.34**	**4.57**	**4.64**	**4.78**	**4.94**	**5.07**	**5.14**	**5.29**	**5.39**	**5.43**	**5.47**	**5.47**	**5.44**	**5.41**	**5.42**	**5.41**	**5.40**	**5.40**	**5.40**	**5.39**	**5.25**	**5.00**	**4.81**	**4.68**
6 Month CMT	4.20	4.50	4.72	4.84	4.95	5.07	5.20	5.29	5.38	5.47	5.50	5.48	5.43	5.39	5.36	5.33	5.33	5.34	5.34	5.29	5.16	5.00	4.84	4.66
TexPool	4.24	4.50	4.61	4.80	5.00	5.05	5.12	5.30	5.32	5.36	5.37	5.37	5.35	5.33	5.32	5.31	5.32	5.31	5.32	5.30	5.16	4.91	4.73	4.56

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Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
Operating Fund	180,588,703.51	180,602,641.95	(13,642,960.63)	166,944,348.86	166,959,681.32	2,069,678.17	21	4.683%	4.683%
Total	**180,588,703.51**	**180,602,641.95**	**(13,642,960.63)**	**166,944,348.86**	**166,959,681.32**	**2,069,678.17**	**21**	**4.683%**	**4.683%**

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
Operating Fund																		
LOGIC		LGIP	LOGIC		12/31/24			61,912,258.79	100.000	61,912,258.79	61,912,258.79	100.000	61,912,258.79	1		4.693	4.693	AAA
TEXPOOL		LGIP	TexPool		12/31/24			6,831,169.78	100.000	6,831,169.78	6,831,169.78	100.000	6,831,169.78	1		4.561	4.561	AAA
TEXPRIME		LGIP	TexPool Prime		12/31/24			28,953,314.85	100.000	28,953,314.85	28,953,314.85	100.000	28,953,314.85	1		4.695	4.695	AAA
TXCLASS		LGIP	Texas CLASS		12/31/24			48,599,331.70	100.000	48,599,331.70	48,599,331.70	100.000	48,599,331.70	1		4.746	4.746	AAA
TXDAILY		LGIP	TexasDAILY		12/31/24			981,984.10	100.000	981,984.10	981,984.10	100.000	981,984.10	1		4.570	4.570	AAA
912797MM6	09/06/24	US GOVT	U.S. Treasury Bill	0.000	03/06/25			5,000,000.00	97.687	4,884,335.97	4,959,102.22	99.266	4,963,293.75	65		4.775	4.775	A-1+
912797KS5	10/17/24	US GOVT	U.S. Treasury Bill	0.000	04/17/25			5,000,000.00	97.841	4,892,041.14	4,937,122.86	98.782	4,939,114.60	107		4.426	4.426	A-1+
912828K74	11/25/24	US GOVT	U.S. Treasury Note	2.000	08/15/25			5,000,000.00	98.258	4,912,890.63	4,924,916.50	98.609	4,930,468.75	227		4.472	4.472	AAA
3136G45C3	11/25/24	AGCY CALL	FNMA	0.540	10/27/25		Expired	5,000,000.00	96.522	4,826,102.83	4,845,148.06	96.975	4,848,745.00	300		4.430	4.430	AAA
Total Operating Fund								**167,278,059.22**		**166,793,429.79**	**166,944,348.86**		**166,959,681.32**	**21**		**4.683**	**4.683**	
Grand Total								**167,278,059.22**		**166,793,429.79**	**166,944,348.86**		**166,959,681.32**	**21**		**4.683**	**4.683**	

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
Operating Fund										
912797KU0	US GOVT	U.S. Treasury Bill	0.00	0.00	0.00	0.00	0.00	11,486.67	0.00	11,486.67
912797HP5	US GOVT	U.S. Treasury Bill	0.00	0.00	0.00	0.00	0.00	84,253.64	0.00	84,253.64
LOGIC	LGIP	LOGIC	0.00	822,608.69	822,608.69	0.00	0.00	0.00	0.00	822,608.69
TEXPOOL	LGIP	TexPool	0.00	113,826.70	113,826.70	0.00	0.00	0.00	0.00	113,826.70
TEXPRIME	LGIP	TexPool Prime	0.00	338,724.29	338,724.29	0.00	0.00	0.00	0.00	338,724.29
TXCLASS	LGIP	Texas CLASS	0.00	539,568.34	539,568.34	0.00	0.00	0.00	0.00	539,568.34
TXDAILY	LGIP	TexasDAILY	0.00	11,512.12	11,512.12	0.00	0.00	0.00	0.00	11,512.12
912797MM6	US GOVT	U.S. Treasury Bill	0.00	0.00	0.00	0.00	0.00	58,790.56	0.00	58,790.56
912797KS5	US GOVT	U.S. Treasury Bill	0.00	0.00	0.00	0.00	0.00	45,081.72	0.00	45,081.72
912828K74	US GOVT	U.S. Treasury Note	0.00	10,054.35	0.00	(27,717.39)	37,771.74	12,025.87	0.00	22,080.22
3136G45C3	AGCY CALL	FNMA	0.00	2,700.00	0.00	(2,100.00)	4,800.00	19,045.23	0.00	21,745.23
Total Operating Fund			**0.00**	**1,838,994.49**	**1,826,240.14**	**(29,817.39)**	**42,571.74**	**230,683.68**	**0.00**	**2,069,678.17**
Grand Total			**0.00**	**1,838,994.49**	**1,826,240.14**	**(29,817.39)**	**42,571.74**	**230,683.68**	**0.00**	**2,069,678.17**

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Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	Realized Gain/ Loss	YTM	YTW
Operating Fund															
Buy															
912797KS5	10/16/24	10/17/24	US GOVT	U.S. Treasury Bill	0.000	04/17/25		5,000,000.00	97.841	4,892,041.14	0.00	4,892,041.14	0.00	4.426	4.426
3136G45C3	11/21/24	11/25/24	AGCY CALL	FNMA	0.540	10/27/25		5,000,000.00	96.522	4,826,102.83	2,100.00	4,828,202.83	0.00	4.430	4.430
912828K74	11/21/24	11/25/24	US GOVT	U.S. Treasury Note	2.000	08/15/25		5,000,000.00	98.258	4,912,890.63	27,717.39	4,940,608.02	0.00	4.472	4.472
Total Buy								**15,000,000.00**		**14,631,034.60**	**29,817.39**	**14,660,851.99**	**0.00**		
Maturity															
912797KU0	10/17/24	10/17/24	US GOVT	U.S. Treasury Bill	0.000	10/17/24		(5,000,000.00)	100.000	5,000,000.00	0.00	5,000,000.00	0.00	--	--
912797HP5	11/29/24	11/29/24	US GOVT	U.S. Treasury Bill	0.000	11/29/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
Total Maturity								**(15,000,000.00)**		**15,000,000.00**	**0.00**	**15,000,000.00**	**0.00**		

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Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	15,000,000.00	(14,631,034.60)	(29,817.39)	(14,660,851.99)	0.00	4.443	4.443
Total Maturity	(15,000,000.00)	15,000,000.00	0.00	15,000,000.00	0.00	5.366	5.366

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Amortization and Accretion

CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/ Premium	Ending Book Value
Operating Fund										
912797KU0	04/25/24	US GOVT	U.S. Treasury Bill	0.00	0.000	0.00	11,486.67	0.00	0.00	0.00
912797HP5	06/06/24	US GOVT	U.S. Treasury Bill	0.00	0.000	0.00	84,253.64	0.00	0.00	0.00
912797MM6	09/06/24	US GOVT	U.S. Treasury Bill	5,000,000.00	97.687	4,884,335.97	58,790.56	74,766.25	(40,897.78)	4,959,102.22
912797KS5	10/17/24	US GOVT	U.S. Treasury Bill	5,000,000.00	97.841	4,892,041.14	45,081.72	45,081.72	(62,877.14)	4,937,122.86
912828K74	11/25/24	US GOVT	U.S. Treasury Note	5,000,000.00	98.258	4,912,890.63	12,025.87	12,025.87	(75,083.50)	4,924,916.50
3136G45C3	11/25/24	AGCY CALL	FNMA	5,000,000.00	96.522	4,826,102.83	19,045.23	19,045.23	(154,851.94)	4,845,148.06
Total Operating Fund				**20,000,000.00**		**19,515,370.57**	**230,683.68**	**150,919.07**	**(333,710.36)**	**19,666,289.64**
Grand Total				**20,000,000.00**		**19,515,370.57**	**230,683.68**	**150,919.07**	**(333,710.36)**	**19,666,289.64**

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Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
Operating Fund					
912828K74	U.S. Treasury Note	02/18/25	50,000.00		50,000.00
912797MM6	U.S. Treasury Bill	03/06/25		5,000,000.00	5,000,000.00
912797KS5	U.S. Treasury Bill	04/17/25		5,000,000.00	5,000,000.00
3136G45C3	FNMA	04/28/25	13,500.00		13,500.00
912828K74	U.S. Treasury Note	08/15/25	50,000.00		50,000.00
912828K74	U.S. Treasury Note	08/15/25		5,000,000.00	5,000,000.00
3136G45C3	FNMA	10/27/25	13,500.00		13,500.00
3136G45C3	FNMA	10/27/25		5,000,000.00	5,000,000.00
Grand Total			**127,000.00**	**20,000,000.00**	**20,127,000.00**

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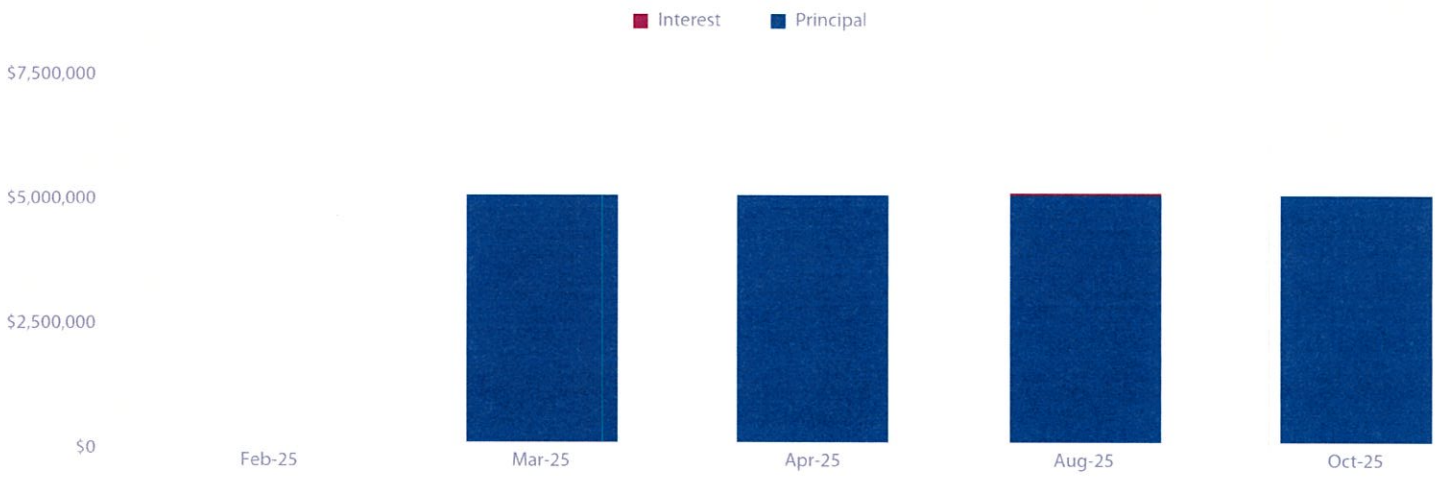
Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
February 2025	50,000.00		50,000.00
March 2025		5,000,000.00	5,000,000.00
April 2025	13,500.00	5,000,000.00	5,013,500.00
August 2025	50,000.00	5,000,000.00	5,050,000.00
October 2025	13,500.00	5,000,000.00	5,013,500.00
Total	**127,000.00**	**20,000,000.00**	**20,127,000.00**



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It is not possible to directly invest in an index. Financial forecasts, rates of return, risk, inflation, and other assumptions may be used as the basis for illustrations. They should not be considered a guarantee of future performance or a guarantee of achieving overall financial objectives. Past performance is not a guarantee or a predictor of future results of either the indices or any particular investment. S&P rates the creditworthiness of individual bonds from: AAA highest to D lowest.

Investing in fixed income securities involves interest rate risk, credit risk, and inflation risk. Interest rate risk is the possibility that bond prices will decrease because of an interest rate increase. When interest rates rise, bond prices and the values of fixed income securities fall. When interest rates fall, bond prices and the values of fixed income securities rise. Credit risk is the risk that a company will not be able to pay its debts, including the interest on its bonds. Inflation risk is the possibility that the interest paid on an investment in bonds will be lower than the inflation rate, decreasing purchasing power.

Cash alternatives typically include money market securities and U.S. treasury bills. Investing in such cash alternatives involves inflation risk. In addition, investments in money market securities may involve credit risk and a risk of principal loss. Because money market securities are neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency, there is no guarantee the value of your investment will be maintained at $1.00 per share, and your shares, when sold, may be worth more or less than what you originally paid for them. U.S. Treasury bills are subject to market risk if sold prior to maturity. Market risk is the possibility that the value, when sold, might be less than the purchase price.

Investing in stock securities involves volatility risk, market risk, business risk, and industry risk. The prices of most stocks fluctuate. Volatility risk is the chance that the value of a stock will fall. Market risk is the chance that the prices of all stocks will fall due to conditions in the economic environment. Business risk is the chance that a specific company's stock will fall because of issues affecting it. Industry risk is the chance that a set of factors particular to an industry group will adversely affect stock prices within the industry.

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LAW OFFICE OF
PAIGE J. LOCKETT

24-089

3003 South Loop West
Suite 400
Houston, TX 77054
O: 832.837.9707
F: 713.581.6528

December 04, 2024

City of Galveston
Attn: Legal Department
Don Glywasky, City Attorney
Xochitl Vandiver-Gaskin, Assistant City Attorney
601 54th Street
Galveston, TX 77551

Re: Demand for Violation of Civil Rights (Fourth and Fourteenth Amendments) on Behalf of Michelle L. Garcia

Dear Mr. Don Glywasky,

I represent Ms. Michelle Garcia regarding the violation of her civil rights and related claims arising from the unlawful actions of Sergeant James Stewart of the Galveston Police Department. These actions, compounded by a lack of oversight within the Galveston Police Department under the leadership of Chief Doug Balli, have caused substantial legal, emotional, and reputational harm to Ms. Garcia. Below, I outline the relevant facts, legal violations, and the damages sought.

This demand letter serves as formal notice pursuant to the Texas Tort Claims Act, § 101.101, and the discovery rule, which establishes that the statutory notice period begins upon the claimant's discovery of the injury or wrongful act. Sgt. Marcus Morrison [redacted] notified Ms. Garcia, by phone, of the unlawful searches on June 4, 2024, despite the City's knowledge of these actions in mid-March 2024. This demand is timely under the discovery rule.

Factual Background

In July 2021, Sgt. Stewart unlawfully searched Ms. Garcia's name 16 times using law enforcement databases, including the TransUnion TLOxp database, without probable cause. Additionally, on February 6, 2024, he conducted another warrantless search with the TransUnion TLOxp database , falsely labeling it as an "investigation" despite Ms. Garcia not being under any lawful investigation. These actions, carried out under Sgt. Stewart's official capacity was unauthorized, illegal, and violated local and federal laws. The findings in the disciplinary action report from July 23, 2024, confirm that Sgt. Stewart engaged in repeated unauthorized access to protected information.

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Houston, TX 77054
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The City failed to provide adequate supervision or implement safeguards to prevent such abuses, allowing these violations to persist—the City's failure to properly monitor and supervise Sgt. Stewart further exacerbated these violations.

Violations of Law

Sgt. Stewart's actions and the City's negligence in supervision and oversight constitute violations of multiple laws, including but not limited to:

1. **Fourth Amendment**: The unauthorized searches of Ms. Garcia's private information violate her constitutional right to privacy and protection against unreasonable searches and seizures. (*Katz v. United States*, 389 U.S. 347 (1967); *State v. Granville*, 423 S.W.3d 399 (Tex. Crim. App. 2014); *Carpenter v. United States*, 138 S. Ct. 2206 (2018)).
2. **Fourteenth Amendment**: Sgt. Stewart's actions undoubtedly deprived Ms. Garcia of her right to equal protection under the law by falsely claiming she was under investigation and conducting baseless searches of her personal information, which is actionable under 42 U.S.C. § 1983.
3. **Texas Government Code § 411.085** states that unauthorized access to the law enforcement database without a legitimate law enforcement purpose violated state laws regarding the protection and use of government-held information.
4. **Invasion of Privacy (Intrusion Upon Seclusion)**: Sgt. Stewart's repeated access to Ms. Garcia's private information constitutes an invasion of her privacy, as this intrusion was highly offensive and had no legitimate purpose.
5. **Misuse of Governmental Information (Texas Penal Code § 39.06)**: Sgt. Stewart used the governmental information obtained through the TLOxp database for non-official purposes, which constitutes a criminal offense under *Avalos v. State*, No. 13-22-00429-CR (Tex. App. Mar. 21, 2024).
6. **Abuse of Official Capacity (Texas Penal Code § 39.02)**: By using the TLOxp system in his official capacity without authorization, Sgt. Stewart abused his position as a public servant, further implicating the City in failing to oversee its officers and exploiting government resources for personal purposes.
7. **Intentional Infliction of Emotional Distress**: The emotional harm caused by these repeated violations, combined with the uncertainty of future misuse of Ms. Garcia's data, constitutes intentional infliction of emotional distress. The false claim that Ms. Garcia was under investigation further aggravated this emotional harm.
8. **Negligent Hiring, Retention, and Supervision**: The City's failure to adequately monitor and supervise Sgt. Stewart allowed these unlawful searches to continue unchecked, making the City liable for its negligence in both hiring and retaining an officer who repeatedly

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violated the rights of citizens' Fourth Amendment rights. *Orozco v. Dart*, 64 F.4th 806, 824 (7th Cir. 2023).

9. **42 U.S.C. § 1983 Civil Rights Violation (Monell Claim)**: The City's lack of oversight and failure to implement policies preventing database misuse directly caused these violations, exposing the City to liability under a Monell claim, which holds municipalities accountable for policies or customs that lead to civil rights violations. (*Monell v. Department of Social Services*, 436 U.S. 658 (1978).

Accountability for Chief Doug Balli

Chief Doug Balli, including his failure to supervise, contributed to the lack of oversight that enabled Sgt. Stewart's actions. We demand a formal investigation into Chief Balli's role in these violations and his overall leadership, and we request disciplinary action for his neglect in enforcing proper controls.

Policy Reform to Prevent Future Violations and Remedies

1. Mandatory annual audits of database access logs.
2. Improved training on ethical database use.
3. Establishment of an independent Civilian Oversight Committee.

Damages and Liability

The City of Galveston is liable not only for Sgt. Stewart's actions but also for its negligence in failing to supervise and prevent these violations. The harm caused by these actions extends beyond privacy violations to include violations of Ms. Garcia's civil rights, emotional distress, and the uncertainty of future misuse of Ms. Garcia's data.

For each of the **16 unauthorized searches**, we seek **$50,000 per violation**, totaling **$800,000**. Additionally, given the seriousness of Sgt. Stewart's misuse of government resources and the harm caused to Ms. Garcia, we request the following:

- **Invasion of Privacy Damages**: $100,000 for the repeated and offensive intrusions upon Ms. Garcia's privacy.
- **Emotional Distress Damages**: $150,000 for the intentional infliction of emotional distress caused by the fear of future harm and the malicious labeling of Ms. Garcia as being "under investigation."
- **Negligent Supervision and Hiring Damages**: $200,000 due to the City's gross negligence in allowing Sgt. Stewart to repeatedly abuse his position without proper oversight.

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Houston, TX 77054
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Future Harm and Emotional Distress

Ms. Garcia continues to experience significant emotional distress due to the uncertainty of how her personal information might be used in the future including her family's. The potential for further harm, whether financial, reputational, or otherwise, remains unknown. As such, we seek an additional **$100,000** for the pain and suffering associated with future uncertainty and risk.

Furthermore, that the City does not need to properly notify all the individuals whose rights were similarly violated by Sgt. Stewart. While we hope to resolve this matter amicably, Ms. Garcia reserves the right to disclose this information to the public should the City fail to take proper action. We trust that the City would prefer to avoid the public scrutiny accompanying the disclosure of these violations.

Conclusion

On behalf of Ms. Garcia, we request that the City of Galveston promptly address these violations by compensating her for the harm caused, including both the emotional distress and the violation of her civil rights. We are open to negotiating a fair settlement. However, if this demand is not addressed, we will pursue all legal remedies available, including public disclosure and litigation.

Please respond within **10 days** of this letter's date. We hope to resolve this matter without further action.

Sincerely,

Paige J. Lockett
THE LAW OFFICES OF PAIGE J. LOCKETT

CC: Brian Maxwell, City Manager
Dan Buckley, Assistant City Manager
Chief of Police Doug Balli

24-090

CITY OF GALVESTON
FIRST NOTICE OF CLAIM FORM

CITY SECRETARY'S OFFICE RECEIVED DEC 11 2024 CITY OF GALVESTON

CITY CLAIM NUMBER

DATE RECEIVED BY THE CITY SECRETARY'S OFFICE

TO BE COMPLETED BY CLAIMANT:

NAME: Elda Ruiz HOME ADDRESS [redacted]

HOME PHONE [redacted] CELL/WORK [redacted]

EMAIL ADDRESS [redacted]

DATE OF LOSS 11/26/2024 TIME OF LOSS 3:22PM LOCATION 12th & Winnie St

POLICE IN ATTENDANCE: YES ☑ NO ☐ POLICE CASE# 24-007353

WRITE DOWN THE REASON FOR YOUR CLAIM:
Galveston Parks truck backed into parked suv

ATTACH ANY ADDITIONAL INFORMATION/ RECEIPTS/ ETC. THAT MAY BE IMPORTANT TO YOUR CLAIM.

CLAIMANT SIGNATURE [signature] DATE 12/11/2024

PLEASE RETURN TO:

CITY OF GALVESTON
OFFICE OF CITY SECRETARY
823 ROSENBERG
P.O. BOX 779
GALVESTON, TEXAS 77553

24-091

CITY OF GALVESTON
FIRST NOTICE OF CLAIM FORM

CITY CLAIM NUMBER

DATE RECEIVED BY THE CITY SECRETARY'S OFFICE

CITY SECRETARY'S OFFICE RECEIVED DEC 17 2024 CITY OF GALVESTON

TO BE COMPLETED BY CLAIMANT:

NAME: Anthony Conde HOME ADDRESS

HOME PHONE [redacted] WORK PHONE

DATE OF LOSS 11/26/24 TIME OF LOSS 2 PM LOCATION [redacted]

POLICE IN ATTENDANCE: YES ☑ NO ☐

WRITE DOWN THE REASON FOR YOUR CLAIM: (USE BACK OF FORM, IF NECESSARY)

FRONT DOOR BROWN OPEN BY POLICE

ATTACH ANY ADDITIONAL INFORMATION THAT MAY BE IMPORTANT TO YOUR CLAIM.

CLAIMANT SIGNATURE Anthony Conde DATE 12/17/24

PLEASE RETURN YOUR COMPLETED CLAIM FORM TO:

CITY OF GALVESTON
OFFICE OF CITY SECRETARY
823 ROSENBERG
P.O. BOX 779
GALVESTON, TEXAS 77553

enterprise rent-a-car
P O BOX 801988
KANSAS CITY MO 64180
UNITED STATES

24-092

12/10/2024

>02264 44303552 P001D CG03 51063
CITY OF GALVESON
823 ROSENBURG AVE
GALVESTON TX 77550
UNITED STATES

Customer #	: 2570746
Claim Number	: 21867463
Date of Loss	: 12/03/2024

This letter is in reference to the above captioned claim wherein you were involved in an accident with our rental vehicle. After careful review of the facts of this loss, our initial investigation has determined that you may be negligent and therefore responsible for our damages.

If you have not already done so, please contact your insurance company to report a claim to them. Once reported, please contact us to provide your claim information.

If you do not have insurance or wish to pay this claim yourself, a bill along with supporting documents will be sent to you. If you have any questions regarding your responsibility, please contact our office.

Thank you in advance for your cooperation.

Sincerely,
DAMAGE RECOVERY UNIT
Phone: 8663004407
Email: DRU3@ehi.com

Our claim number: 21867463

Your Claim Information

Your insurance / credit card company: _____

Your claim number: _____

Name of claims adjuster: _____

Adjuster / company email address: _____

Adjuster / company phone number: _____

Adjuster / company fax number: _____

Adjuster / company mailing address: _____
Address

_____
City, State, Country, Zip

Please reply to:
Damage Recovery Unit
Email: DRU3@ehi.com
Fax: 8662066961
Phone: 8663004407
Mail: P O BOX 801988 KANSAS CITY MO USA 64180

Overview of Claims Process

We understand that damage can occur many ways, often by other parties. The Damage Recovery Unit (DRU) will be handling this claim. Our goal is to resolve this matter with minimum inconvenience to you and see you again for your future rental needs. Information such as photos, names of witnesses, police reports, all involved parties, valet parking claim tickets, your best contact information, etc. can help us identify the appropriate steps to resolve this matter. We appreciate your cooperation.

Following is a brief overview of our claims process.

- To ensure the quality of our fleet, we inspect vehicles prior to and after every rental.
- When body or paint work is necessary, we will obtain an estimate from an independent repair vendor.
    - The repair rates we receive reflect fleet volume pricing. And, we review every estimate for accuracy.
    - When damage is cosmetic, we may have to delay getting an estimate or completing a repair to honor existing reservations. This may delay our ability to contact you about the amount of damage.
    - Once we determine the final amount of repairs, we will send you the estimate and pictures.
    - We review each estimate to ensure the damage matches the information recorded when you returned the vehicle.
    - You should expect to receive billing within 60 days of return of vehicle to branch.
    - You may receive a bill for damages even if there is another party who is at fault for the accident.
    - Our goal is to make sure everyone understands the damage amount.
- You have the option to pay out of pocket, or to turn the claim in to your insurance or credit card company.
    - You may be responsible for a deductible and expenses not covered by your policy or credit card.
    - Many insurance policies and credit cards have a specific timeframe in which you are required to report a claim. If you report a claim please contact the DRU and give them your pertinent claim information.
        - Carrier or claims administrator
        - Claim #
        - Contact Information (phone number, email, etc.)
- If Damage Waiver (DW) has been purchased and applies you will not be receiving a bill for damages to our vehicle.
- If loss involves more than one party or has significant damages you may receive contact from other parties to confirm facts of loss and identify all parties.

This noticed is provided by EAN Services Inc, which is an affiliate of Enterprise Holdings, Inc. doing business as Alamo, National, or Enterprise and is a debt collector attempting to collect a debt and that any information obtained will be used for that purpose. This debt will be assumed to be valid unless the consumer disputes the validity of the debt or any portion of it within 30 days.

25-001

CITY SECRETARY'S OFFICE
RECEIVED
JAN 02 2025
CITY OF GALVESTON

CITY OF GALVESTON
FIRST NOTICE OF CLAIM FORM

TO BE COMPLETED BY CLAIMANT:

NAME: HERB WALPOLE

ADDRESS City/State/Zip [redacted]

HOME PHONE _____ **CELL/WORK** [redacted]

EMAIL ADDRESS [redacted]

DATE OF LOSS 12/27/24 **TIME OF LOSS** 11:00 AM **LOCATION** 230 EAST BEACH

POLICE IN ATTENDANCE: YES ☐ NO ☑ **POLICE CASE#** _____

WRITE DOWN THE REASON FOR YOUR CLAIM:

EXIT GATE DAMAGED by CITY TRASH TRUCK, beyond REPAIR.
CITY OF GALVESTON RISK MANAGEMENT EMPLOYEE WAS ON SITE.
GABRIEL GARCIA
FURTHER DAMAGE PREVENTION MEASURES HAVE BEEN TAKEN.
CONTRACTOR WHO SERVICES GATES HAS INSPECTED, AWAITING
PRICING & REPLACEMENT TIMING CURRENTLY.

ATTACH ANY ADDITIONAL INFORMATION/ RECEIPTS/ ETC. THAT MAY BE IMPORTANT TO YOUR CLAIM.

CLAIMANT SIGNATURE Herb Walpole **DATE** 12/29/24

PLEASE RETURN TO:
CITY OF GALVESTON
OFFICE OF CITY SECRETARY
P.O. BOX 779
GALVESTON, TEXAS 77553

Jim S. Adler
William S. Adler
Hilda E. Alarcon
Ramsey S. Al-Azem
Jared J. Bazis ❖
Angie Boone
Brandon B. Bowman
Philip K. Broderick

Ray Cantu
R. Jackson Conn III
Tanner C. Forman
Michael Gomez
Travis J. Grefenstette Ω ❖
James K. LaRoe IV
José Roberto Marroquin
Thomas Cullee Mayes, Jr.

JIM ADLER & ASSOCIATES

William S. McMillan
Lexi A. Mecum
Geoffrey Cole Milburn
James S. Mitchell
Garrett W. Mize
Nick Morrell
♦ • Matthias J. Mourelatos
Debra L. Paiz
Jeremy C. Peel

Hector A. Rios
Frank W. Robertson
Mary Grace Ruden
David J. Sacks II
§ * Karishma Patel Sandesara
Kyle D. Schnitzer
Michael Shultz
Langdon Smith
Daniel Stone

♦ *Also Licensed in Arizona*
• *Also Licensed in California*
Ω *Also Licensed in Massachusetts*
❖ *Also Licensed in Nebraska*

§ *Also Licensed in New Jersey*
* *Also Licensed in Pennsylvania*
⊕ *Also Licensed in Rhode Island*

25-002

12605 East Freeway, Suite 400
Houston, Texas 77015
Direct: 713-335-1107
Facsimile: 713-335-1100
AMorin@jimadler.com

December 11, 2024

CITY SECRETARY'S OFFICE
RECEIVED
JAN 06 2025
CITY OF GALVESTON

Island Transit Galveston Transportation
3115 market street
Galveston, TX 77555

RE: Our Client: Lesley Mosley
Date of Incident: 10/15/2024
Location: 43rd & Sealy, Galveston, Galveston County, TX
Our Case No.: 634350 (DTC P021)

Greetings:

Please be advised that this law firm represents Lesley Mosley regarding the incident that occurred on October 15, 2024.

If you have not contacted your insurance carrier regarding this incident, please do so immediately. Your failure to report this incident may result in your insurance company denying coverage under the terms of your policy. Your failure to act may cause you to be held personally responsible for all damages suffered by our client.

If you do not have insurance coverage available for the date of the incident, please contact my assistant, Areceli Morin at (713) 335-1107. If you do have insurance, please have them contact our office immediately regarding this incident.

Thank you for your assistance with this matter.

Very truly yours,

JIM S. ADLER & ASSOCIATES

Jim S. Adler

Jim S. Adler

JSA/LY

cc: Lesley Mosley

25-003

CITY SECRETARY'S OFFICE RECEIVED JAN 14 2025 CITY OF GALVESTON

CITY OF GALVESTON
FIRST NOTICE OF CLAIM FORM

TO BE COMPLETED BY CLAIMANT:

NAME: Dannie Offutt (Megan Offutt is My Daughter)

ADDRESS City/State/Zip [redacted]

HOME PHONE N/A **CELL/WORK** [redacted]

EMAIL ADDRESS [redacted]

DATE OF LOSS 1-12-25 **TIME OF LOSS** 10:30 **LOCATION** Galveston

POLICE IN ATTENDANCE: YES ☑ NO ☐ **POLICE CASE#**

WRITE DOWN THE REASON FOR YOUR CLAIM:

My Daughter - Megan Offutt was Hit by A Galveston Police officer. Auto Accident.

ATTACH ANY ADDITIONAL INFORMATION/ RECEIPTS/ ETC. THAT MAY BE IMPORTANT TO YOUR CLAIM.

CLAIMANT SIGNATURE [signature] **DATE** 1-13-25

PLEASE RETURN TO:
CITY OF GALVESTON
OFFICE OF CITY SECRETARY
P.O. BOX 779
GALVESTON, TEXAS 77553

ORDINANCE NO. 25 - ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, DECLARING A PLANNED UNIT DEVELOPMENT OVERLAY (PUD) IN A RESIDENTIAL, SINGLE FAMILY-ONE (R-1-PUD) BASE ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS **2018 60TH STREET,** AND WHICH IS LEGALLY DESCRIBED AS LOT 8R (8-18), OF TWO WEST, REPLAT OF LOTS 8 AND 9, GARRETTS SUBDIVISION, IN THE CITY AND COUNTY OF GALVESTON TEXAS AS EXPIRED; REVOKING, TERMINATING, REPEALING OR OTHERWISE CANCELLING ORDINANCE NO. 22-065; PLANNING CASE NUMBER 24P-045; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 17, 2022, the City Council passed Ordinance No. 22-065 granting a PUD overlay to the Owners, Tricon Enterprises, Inc., and Applicants, on property commonly known as **2018 60th Street,** and which is legally described as Lot 8R (8-18), of Two West, Replat of Lots 8 and 9, Garretts Subdivision, in the City and County of Galveston Texas; and,

WHEREAS, the PUD overlay is a special overlay zone that allows flexibility in development standards that are approved for specific uses on a specific site; and,

WHEREAS, the purpose of the PUD was to establish a PUD Overlay District in a Residential, Single Family (R-1) base zoning district to allow for an "Office" land use. City Council approved the PUD on November 17, 2022, changing the base zoning district to Residential Single-Family, Planned Unit Development (R-1-PUD); and,

WHEREAS, per the Land Development Regulations (LDR's), if a building permit for a use approved by a PUD has not been issued within two (2) years of the date of final approval by the City Council, the PUD and all associated plans shall expire, unless the PUD specifically states otherwise; and,

WHEREAS, the PUD overlay contained several special conditions, as more detailed in the staff report**.** For compliance with the PUD, a building permit(s) for the project would have to be issued no later than 24 months from the date of City Council approval and proceed in accordance with City Ordinance No. 20 – 008's, timeframe for permits for construction activity. To date none of the approved PUD special conditions have either been initiated or completed; and,

WHEREAS, the Owner and Grantee of the PUD overlay zone has failed to comply with Land Development Regulations Sec. 4.105 (A), and has violated the conditions approved under Ordinance No. 22-065. The Owner/Grantee has been informed of the revocation of the PUD process; and,

WHEREAS, pursuant to (LDR) 4.105 (A), City Staff requests that the Planned Unit Development overlay on property commonly known as **2018 60th Street,** and which is legally

described as Lot 8R (8-18), of Two West, Replat of Lots 8 and 9, Garretts Subdivision, in the City and County of Galveston Texas, approved by Ordinance No. 22-065, be declared Expired, and that City Council declare Ordinance No. 22-065 revoked, terminated, void, cancelled or otherwise defunct; and,

WHEREAS, as of **November 17, 2024,** the Planned Unit Development overlay and the conditions requisite therein had neither been initiated nor completed in the time frame allotted and pursuant to LDR 4.105; and,

WHEREAS, on January 7, 2025, the Planning Commission at its Regular meeting recommended that Ordinance No. 22-065 granting the PUD overlay be declared expired and recommended Ordinance No. 22-065 be revoked or otherwise made defunct; and,

WHEREAS, after notice and conduct of a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to declare the PUD overlay granted by Ordinance No. 22-065, expired and revokes, terminates, cancels, declares void and otherwise makes defunct Ordinance No. 22-065.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Ordinance No. 22-065, granted a Planned Unit Development overlay on property commonly known as **2018 60th Street,** and which is legally described as Lot 8R (8-18), of Two West, Replat of Lots 8 and 9, Garretts Subdivision, in the City and County of Galveston Texas. As of **November 17, 2024,** the Planned Unit Development overlay and the conditions requisite therein have either not been initiated or completed in the time frame allotted and pursuant to LDR 4.105 is declared to be **Expired**.

SECTION 3. Ordinance No. 22-065 is hereby revoked, terminated, cancelled, declared void and otherwise made defunct and repealed in its entirety. All rights granted by the Planned Unit Development overlay are fully terminated and canceled. The City Manager of the City of Galveston, Texas is hereby authorized and directed to inform the holder of the Planned Unit Development overlay of its cancellation and ensure the activities undertaken pursuant to the Planned Unit Development overlay cease and desist.

SECTION 4. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

SECTION 5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon its adoption by the City Council of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City Council
Planning and Development Division
City of Galveston
January 23, 2025

24P-045 STAFF REPORT

ADDRESS:
2018 60th Street

LEGAL DESCRIPTION:
Property is legally described as Lot 8R (8-18), of Two West, Replat of Lots 8 and 9, Garretts Subdivision, in the City and County of Galveston Texas

APPLICANT:
Development Services Department

PROPERTY OWNER:
Tricon Enterprises, Inc.

ZONING:
Residential, Single-Family, Planned Unit Development (R-1-PUD)

REQUEST:
Request to revoke a Planned Unit Development (PUD) approved under Ordinance 22-065

APPLICABLE ZONING REGULATIONS:
Article 4 of the Land Development Regulations (LDR)

EXHIBITS:
A – Ordinance 20-063

STAFF:
Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov

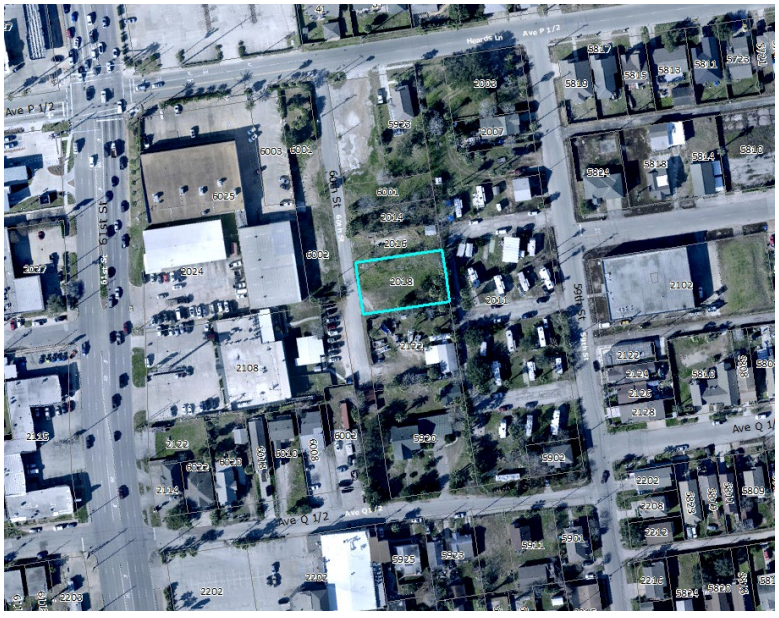
Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
20	2	1	0	1

Per Section 13.808 of the Land Development Regulations and state law, written public notice of this request is required. Public notices are sent to all property owners within 200 feet of the subject site and are sent to the address on file with the Galveston Central Appraisal District.

City Department Notification Responses:
Airport: No Objection
Building Division: No Objection
Fire Marshal: No Objection
Fire Chief: No Objection
Police Chief: No Objection
Public Works: No Objection

Private Utilities Notification Responses:
AT&T: No Objection
Comcast: No Objection
CenterPoint Energy: No Objection
Texas Gas Service: No Objection



Executive Summary

In 2022, Charles Addison submitted a Planned Unit Development (PUD) request to allow for an "Office" land use on a property zoned Residential, Single-Family (R-1). This request was approved by City Council on November 17, 2022, under Ordinance 22-065.

Ordinance 22-065 includes the following condition:

A building permit(s) for the project shall be issued no later than 24- months from the date of City Council approval and shall proceed in accordance with Ordinance 20- 008, Timeframe for Permits for Construction Activity.

To date, no permits have been issued for the proposed development. For this reason, Development Services Staff is initiating the revocation of the PUD.

The owner has been informed of the revocation process.

Criteria for Revoking a Specific Use Permit (SUP)

Per Section 4.105 of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the revocation of a PUD request if it is demonstrated that:

1. If a building permit for a use approved by Planned Unit Development(PUD) has not been issued within two (2) years of the date of final approval by City Council, the PUD and all associated plans shall expire unless the PUD specifically states otherwise or a state or federal declaration of a natural disaster occurs within such period, then the PUD will automatically be extended for one additional two (2) year period.
2. If a use approved by Planned Unit Development is discontinued for a period of one (1) year, then the PUD and all associated plans shall be deemed to have expired and be of no effect.

Other Reviews

The Planning Commission reviewed this request at the January 7, 2025 meeting and voted to recommend approval. The vote was unanimous of those members present. Five members were present and two were absent.

Staff Recommendation

Staff recommends approval of this request to revoke Ordinance 22-065 regarding a Planned Unit Development (PUD) due to the following:

- Failure to comply with Land Development Regulations Sec. 4.105 (A); and
- Violation of conditions approved under Ordinance 22-065.

Respectfully submitted,

_____ 01/13/2025

Catherine Gorman, AICP Date
Assistant Director/HPO

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ORDINANCE NO. 22 -065

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONING DISTRICT IN A RESIDENTIAL, SINGLE-FAMILY (R-1) ZONING DISTRICT TO ALLOW FOR AN "OFFICE" LAND USE ON PROPERTY COMMONLY KNOWN AS **2018 60TH STREET,** AND WHICH IS LEGALLY DESCRIBED AS LOT 8R, OF TWO WEST, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER **22P-065**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article 4 of the 2015 Galveston Land Development Regulations (LDR) allows for the creation of a Planned Unit Development (PUD) Overlay Zoning District; and,

WHEREAS, the Applicant, Charles H. Addison and property owner, Tricon Enterprises, Inc., are requesting to establish a Planned Unit Development (PUD) Overlay Zoning District in a Residential, Single-Family (R-1) base zoning district in order to provide for an office land use; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Attachment 1** (including Exhibits), the subject site is a 10,800 square feet lot with direct access on 60th Street. The lot is located South of Heards Lane and East of the 61st Street Commercial Corridor; and,

WHEREAS, the subject site is zoned Residential, Single-Family (R-1). The R-1 district is intended to provide for single-family detached dwellings with complementary civic, recreational, and institutional uses. Commercial land uses, including office uses, are not permitted in the R-1 zoning district.; and,

WHEREAS, at its meeting of October 18, 2022, the Planning Commission voted to recommend approval of this request; and,

WHEREAS, Staff recommends approval of the request with conditions. The proposed development is a compatible infill development not contrary to the goals and objectives of the 2011 Comprehensive Plan, and meets the criteria for approval. The proposed development complements the character of the existing neighborhood and will not be out-of-scale nor create inconsistencies with the overall development patterns and uses in the immediate area; and,

WHEREAS, after notice and conduct of a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant Applicant's request for a Planned Unit Development (PUD) Overlay Zoning District in a Residential, Single-Family (R-1) base zoning district on property commonly known as 2018 60th Street, in the City and County of Galveston, Texas, subject to the conditions set forth in **section 3** below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

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SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to certain conditions set forth in **Section 3** below, the Applicant is hereby granted a Planned Unit Development (PUD) Overlay Zoning District in a Residential, Single-Family (R-1), on property commonly known as 2018 60th Street**,** and which is legally described as Lot 8R, of Two West, in the City and County of Galveston, Texas.

SECTION 3. The Planned Unit Development (PUD) Overlay Zoning District is subject to the following conditions:

Specific Conditions - 21P-065:

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
    a. Deviate from Table 2.201 of the Land Development Regulations, which prohibits "Office" land use in the R-1 zoning district;
2. Visual Screening from residential uses or districts shall be provided on the side and rear yard of the property. Screening shall consist of solid fencing with a minimum fence height of six feet, but not exceeding eight feet.
3. The development shall conform to the site plan and design details included with the PUD application and ordinance;
4. A building permit(s) for the project shall be issued no later than 24-months from the date of City Council approval and shall proceed in accordance with Ordinance 20-008, Timeframe for Permits for Construction Activity;
5. There shall be no nuisance created or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties;

Standard Conditions of a Planned Unit Development (PUD):

6. The applicant shall adhere to all comments/conditions received from City departments;
7. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance, which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department; and,
8. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The zoning classification for this property shall be changed to Residential, Single-Family (R-1), PUD overlay and shall be designated as Residential, Single-Family (R-1)

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PUD on the zoning maps of the City of Galveston, subject to the conditions set forth in **Section 3** above.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 6. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DocuSigned by:
Donna Fairweather
6A59EBFC33E64A0...

DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Special Meeting held on November 17, 2022, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 18th day of November, 2022.

DS

CITY OF GALVESTON * 1839 *

DocuSigned by:
Janelle Williams
F12776E17F29488...

Secretary for the City Council
of the City of Galveston

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City Council
Planning and Development Division
City of Galveston
November 17, 2022

22P-065 STAFF REPORT

ADDRESS:
2018 60th Street

LEGAL DESCRIPTION:
Property is legally described as Lot 8R, of Two West, in the City and County of Galveston Texas.

APPLICANT/REPRESENTATIVE:
Charles H. Addison

PROPERTY OWNER:
Tricon Enterprises, Inc.

ZONING:
Residential, Single-Family (R-1)

REQUEST:
Planned Unit Development (PUD)

APPLICABLE LAND USE REGULATIONS:
Article 4 of the Land Development Regulations

STAFF RECOMMENDATION:
Approval with Conditions

ATTACHMENTS:
A - Aerial Map
B – Applicant's Submittal

STAFF:
Adriel Montalvan
Planning Manager
409-797-3645
amontalvan@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
21		4		1

Per Section 13.808 of the Land Development Regulations and state law, written public notice of this request is required. Public notices are sent to all property owners within 200 feet of the subject site and are sent to the address on file with the Galveston Central Appraisal District.

City Department Notification Responses: None

Executive Summary
The request is to incorporate the Planned Unit Development (PUD) Overlay District to a Residential, Single-Family (R-1) base zoning district to allow for an office land use. The intent of this PUD request is to:

1. Deviate from Table 2.201 of the Land Development Regulations, which prohibits "Office" land use in the R-1 zoning district.

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Site Details

The subject site is a 10,800 square feet lot with direct access on 60th Street. The lot is located South of Heards Lane and East of the 61st Street Commercial Corridor.

Compatibility with Base and Surrounding Zoning and Land Uses

Staff finds that the proposed office use is generally compatible with surrounding zoning and land uses. The proposed structure is designed similarly to a residential single-family structure, and meets all of the R-1 development standards. Additionally, the office use does not further intensify the commercial uses currently in operation directly to the west of the subject property, on 61st Street.

The Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site.

Ability of the Property to be used under Current Zoning

The subject site is zoned Residential, Single-Family (R-1). The R-1 district is intended to provide for single-family detached dwellings with complementary civic, recreational, and institutional uses. Commercial land uses, including office uses, are not permitted in the R-1 zoning district.

PUD Details /Development Plan

The purpose or intent of the PUD	The intent of this PUD request is to deviate from Table 2.201 of the Land Development Regulations, which prohibits "Office" land use in the R-1 zoning district. The owner intends to construct a high raised frame house for office use.
PUD Land Uses	Office land use. No prohibitions of other uses permitted in the R-1 base zoning district (R-1).
Density	One high raised framed building for office use.
Building Height	The proposed building height will be approximately 27 feet. The structure will comply with all R-1 development standards.
Building Setbacks	The proposed structure will be setback 30 feet along 60th Street. Setbacks from the North, South and rear property lines shall follow minimum setbacks as currently allowed under R-1 zoning district for the area. See attached site plan for proposed building location.
Limits of Construction	Construction will include the high raised structure only. No additional structure is planned.
Building Elevations	Please refer to perspectives and elevations provided for exterior design.
Vehicular Parking	There will be four parking spaces located to the rear of building.
Pedestrian Access	The property is served by 60th Street, which is a 30-foot right-of-way, leaving no space for public pedestrian

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	access/sidewalks. No change to street access from 60th Street is planned.
Streets and Circulation	There are no public or private streets within the site. The property is served by existing 60th Street.
Screening and Landscape	Screening will be provided by wood fencing. Landscaping will consist of hedged shrubbery.
Environmental Protection	Per all regulations of the City of Galveston.
Signage	A wall sign or door decal, stating the company name, is requested. It will be placed on the front of the building at the entrance. The sign will not exceed 2 square feet. The sign will not be internally lit or back lit.
Lighting	New site lighting will comply with the site lighting requirements established for the surrounding R-1 zoning.
Phasing or Scheduling	The proposed building design is complete. Application for a building permit will be made upon approval of the PUD.
Unique characteristics or exceptional circumstances	The West side of 60th Street is a commercial/vacant parking area for an animal clinic, Yamato's Restaurant, Goodyear Tire company and GIA Insurance company. The only access to 60th Street is from Heards Lane. Access to Avenue Q ½ is blocked by private property, making this a dead end street.

Criteria for Approval

Per Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of a rezoning request if it is demonstrated that:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives, and policies of the City of Galveston 2011 Comprehensive Plan and other adopted neighborhood plans, special area plans, redevelopment plans, or other plans applicable to the area;
2. The proposed zoning is consistent with the future land use map of the City of Galveston 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities, and the delivery of public services to the area in which the parcel proposed for rezoning is located;
4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Regulations including parking and buffering requirements;
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed

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rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.

Other Reviews

At the October 18, 2022 regular meeting, Planning Commission voted unanimously to recommend approval of this request.

Staff Recommendation

Staff finds that the proposed development is a compatible infill development not contrary to the goals and objectives of the 2011 Comprehensive Plan, and meets the above referenced criteria for approval. The proposed development complements the character of the existing neighborhood and will not be out-of-scale nor create inconsistencies with the overall development patterns and uses in the immediate area.

Staff recommends Case 22P-065 be approved with the following conditions:

Specific Conditions to 22P-065;

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
    a. Deviate from Table 2.201 of the Land Development Regulations, which prohibits “Office” land use in the R-1 zoning district;
2. Visual Screening from residential uses or districts shall be provided on the side and rear yard of the property. Screening shall consist of solid fencing with a minimum fence height of six feet, but not exceeding eight feet.
3. The development shall conform to the site plan and design details included with the PUD application and ordinance;
4. A building permit(s) for the project shall be issued no later than 24-months from the date of City Council approval and shall proceed in accordance with Ordinance 20-008, Timeframe for Permits for Construction Activity;
5. There shall be no nuisance created or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties;

Standard Conditions of a Planned Unit Development (PUD):

6. The applicant shall adhere to all comments/conditions received from City departments;
7. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance, which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land

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Development Regulations (LDR) may be approved by the Development Services Department; and,

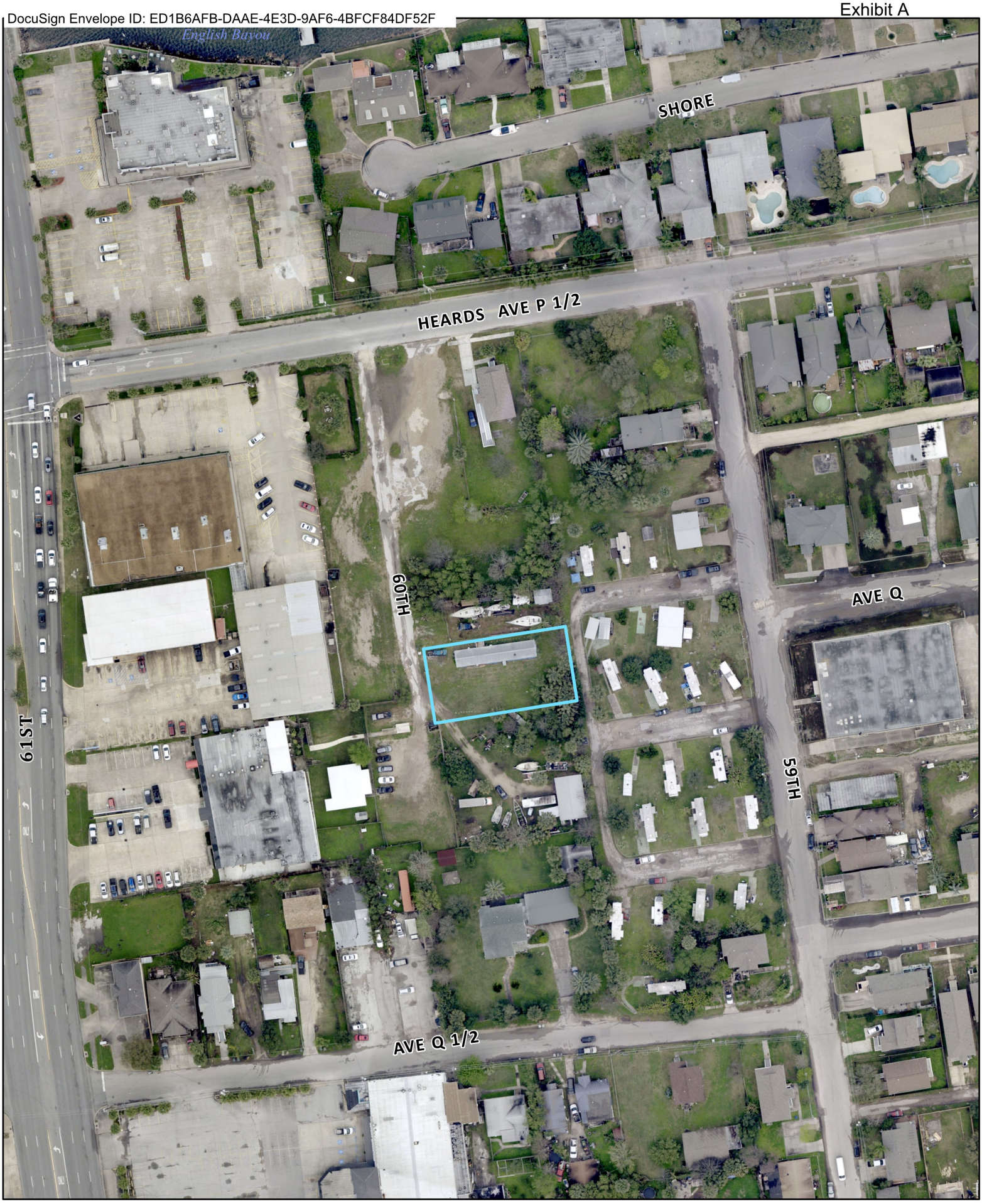
8. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

Respectfully Submitted,

Adriel Montalvan, Planning Manager — Date: 11/08/2022

Catherine Gorman, AICP, Assistant Director/HPO — Date: 11/08/2022

Exhibit A



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.
It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

Map prepared by the City of Galveston Development Services Department (montalvanadv) 9/21/2022

Legend

5 0 5 Miles

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August 30, 2022

Addison Planned Unit Development

2018 60th Street

Galveston, TX. 77551

PUD DEVELOPMENT PLAN

Purpose and Intent:

The property consists of one (1) lot. The overall size is 80' x 135', for a total area of 10,800 square feet. The property is located South of Heards Lane on the East side of 60th Street. The site is currently vacant. The proposed use of the site is an office for a professional services business with a maximum of 2-3 employees.

The owner wishes to construct a high raised frame house/office, (See attached building elevations for character of proposed structure) that will comply with the current R-1 development standards. The structure will be approximately 1,500 square feet. The building design is intended to be utilized as an office.

If the PUD is ever extinguished or property reverts back to R-1, the building can easily be converted to a house. It will consist of 2 bedrooms/offices, 2 bathrooms, utility room, kitchen and main living/office space. Parking for 4 vehicles will be located rear of building.

Because of the nature and limited size of the business, there will be minimal client interaction on site. This should pose no noticeable impact on activity within the area. The business does not require any more deliveries than would be typical of a residence.

Neighboring properties to the North and South are vacant. The property in the rear is an RV park. The East side of 60th Street contains 6 vacant lots. The West side of 60th Street is commercial property. There has been no development on either side of 60th Street in (at least) the past 48 years.

PUD Land Usage:

Minimum land area requirement for a Planned Unit Development is 10,000 square feet. The site is 10,800 square feet. A high raised single story house will be built on the site. The house will comply with R1 development standards.

Building Height:

The proposed building height will be approximately 27 feet.

Building Setbacks:

The proposed building will be setback 30 feet along 60th Street. Setbacks from the North, South and rear property lines shall follow minimum, as currently allowed under R-1 zoning for the side and rear, 0 feet from the property line (See attached site plan for proposed building location).

Limits of Construction:

Construction will include the high raised house only. No additional structure is planned.

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Building Elevation:

New Construction will comply with current FEMA elevation requirements as amended by the City of Galveston.

Vehicular Parking:

There will be 4 parking spaces located rear of building.

Pedestrian Access:

The property is served by 60th Street, which is a 30 foot right-of-way, leaving no space for public pedestrian access/sidewalks. No change to street access from 60th Street is planned.

Streets and Circulation:

There are no public or private streets within the site. The property is served by existing 60th Street.

Screening and Landscaping:

Screening will be provided by wood fencing. Landscaping will consist of hedged shrubbery.

Environmental Protection:

Not Applicable.

Signage:

A wall sign or door decal, stating the company name, is requested. It will be placed on the front of the building at the entrance. The sign will not exceed 2 square feet. The sign will not be internally lit or back lit.

Site Lighting:

New site lighting shall comply with the site lighting requirements established for the surrounding R-1 zoning.

Phasing or Scheduling:

The proposed building design is complete. Application for a building permit will be made upon approval of the PUD.

Deviation Justification:

The use of land for an “Office” is not allowed under R1 (Residential, Single Family) zoning. A deviation is requested since the structure will be built like a single resident home, will be used for professional services, will have little impact on traffic in the area, and will stimulate improvements to an underdeveloped, blighted area that sits across the street from commercial property.

Unique Characteristics:

The West side of 60th Street is a commercial/vacant parking area for an animal clinic, Yamato’s Restaurant, Goodyear Tire company and GIA Insurance company. The only access to 60th Street is from Heards Lane. Access to Q ½ Street is blocked by private property, making this a dead end street.

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INFRASTRUCTURE

Utilities

The water and sanitary sewer are existing and provided by the City of Galveston via public right-of-way (60th Street). Overhead electrical provided by Centerpoint along 60th Street.

Easements

There are no easements within the site.

PUD Garbage Collection:

Trash collection is provided by the City of Galveston via the public right-of-way (60th Street).

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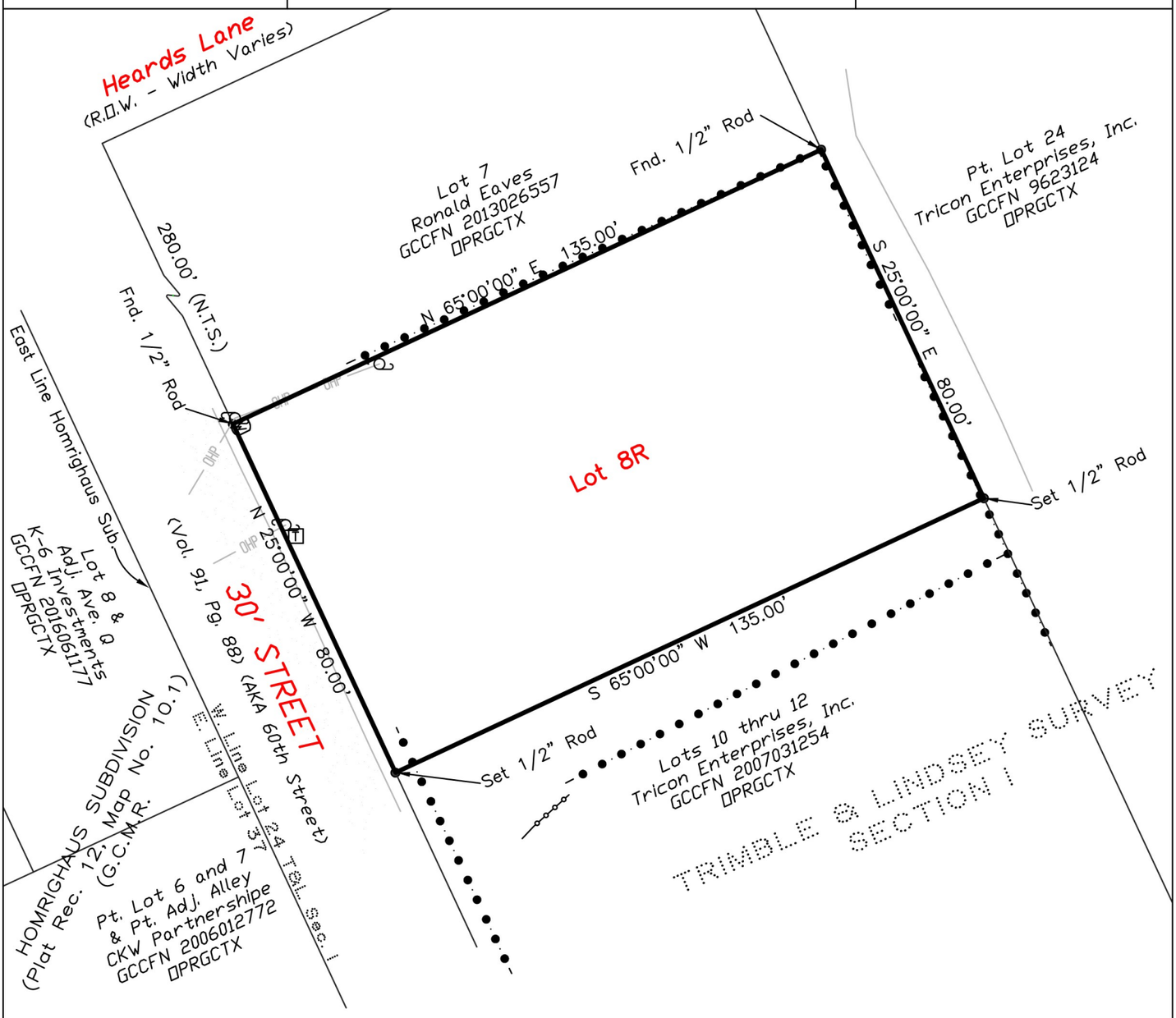
TLS Job No 20-0784	2018 60th Street, Galveston, TX 77551	Ref No: 3540-0000-0008-001



Survey of Lot Eight–R (8R), of TWO WEST, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Galveston County Clerk's File No. 2021081248 in the Official Public Records of Real Property of Galveston County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Brene Addison
Registered Professional
Land Surveyor No. 6598

STATE OF TEXAS
REGISTERED
BRENE ADDISON
6598
PROFESSIONAL
LAND SURVEYOR

Record

0 30 60

SCALE: 1" = 30'

NOTES:
1) This property is subject to the building and zoning ordinances of the City of Galveston.
2) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA and/or the local power company.
4) Bearings are based on the monumentation of the East right-of-way line of 60t Street.

Surveyed without the benefit of a title commitment. This property may be subject to matters of record not shown hereon that might be revealed by title report or title commitment.

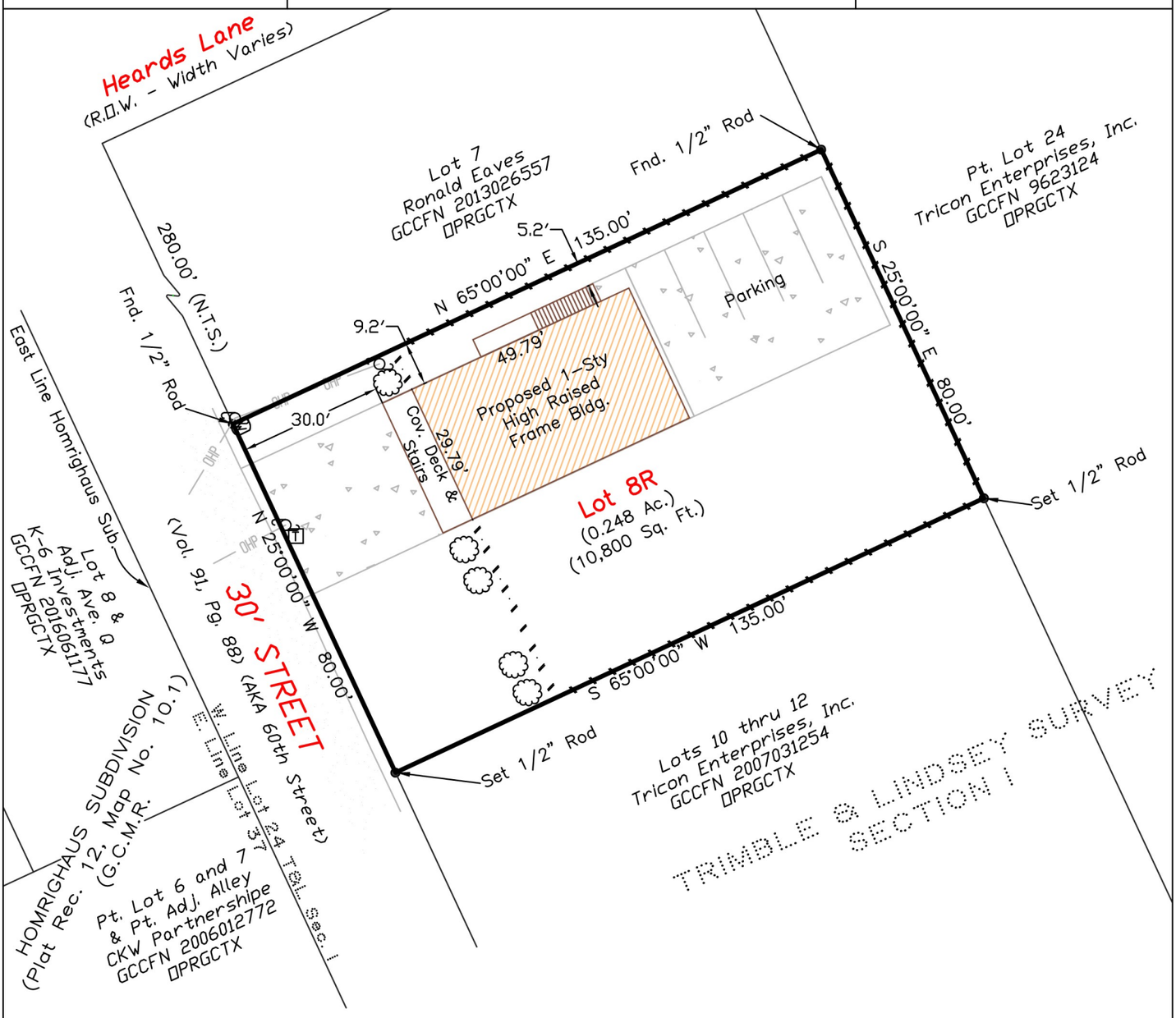
Legend:
- OHP — Overhead Power
- Chain Link Fence
- Power Pole
- W Water Meter
- T Telephone Box
- Spot Elevation (Typ.)
- Contour Line

TRICON LAND SURVEYING, LLC
Mailing: 6341 Stewart Rd. #251
Physical: 2011 59th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10194309

Drafting: LP	Survey Date: January 3, 2022
Surveyed for: Charles Addison	

DocuSign Envelope ID: ED1B6AFB-DAAE-4E3D-9AF6-4BFCF84DF52F

TLS Job No 20-0784	2018 60th Street, Galveston, TX 77551	Ref No: 3540-0000-0008-001



SITE PLAN

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Brene Addison
Registered Professional
Land Surveyor No. 6598

STATE OF TEXAS
REGISTERED
BRENE ADDISON
6598
PROFESSIONAL
LAND SURVEYOR

Record

0 30 60

SCALE: 1" = 30'

NOTES:
1) This property is subject to the building and zoning ordinances of the City of Galveston.
2) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA and/or the local power company.
4) Bearings are based on the monumentation of the East right-of-way line of 60t Street.

Surveyed without the benefit of a title commitment. This property may be subject to matters of record not shown hereon that might be revealed by title report or title commitment.

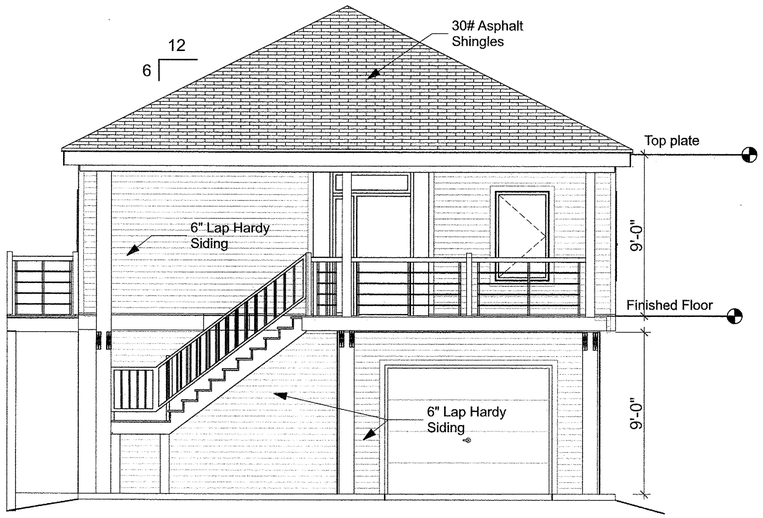
Legend:
- OHP — Overhead Power
- Proposed Wood Fence
- Power Pole
- W Water Meter
- T Telephone Box
- Planting (TBD)
- Asphalt
- Asphalt

TRICON LAND SURVEYING, LLC
Mailing: 6341 Stewart Rd. #251
Physical: 2011 59th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10194309

Drafting: LP | Survey Date: January 3, 2022

Surveyed for: Charles Addison

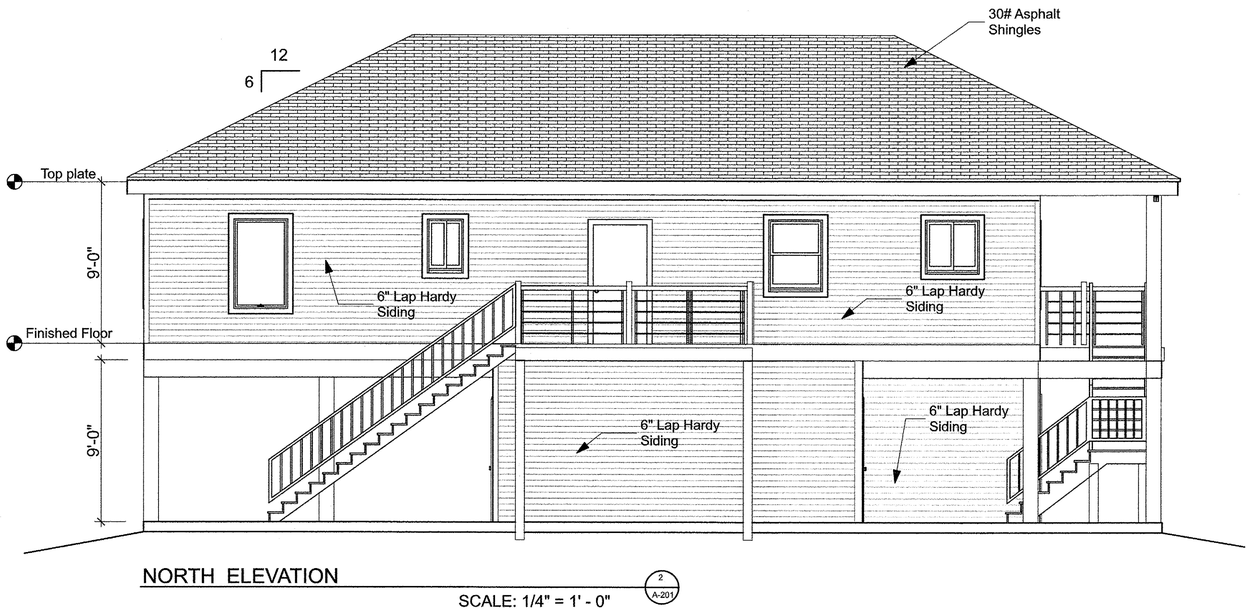
DocuSign Envelope ID: ED1B6AFB-DAAE-4E3D-9AF6-4BFCF84DF52F



WEST ELEVATION

SCALE: 1/4" = 1' - 0"

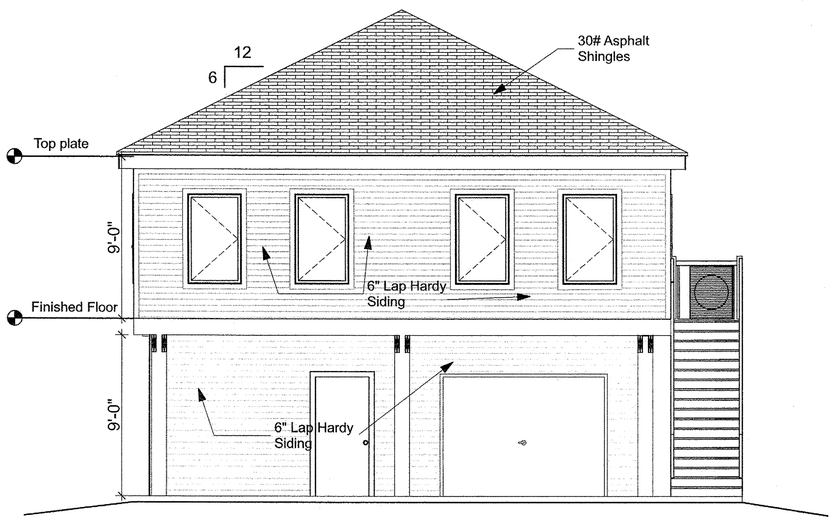
1 A-201



NORTH ELEVATION

SCALE: 1/4" = 1' - 0"

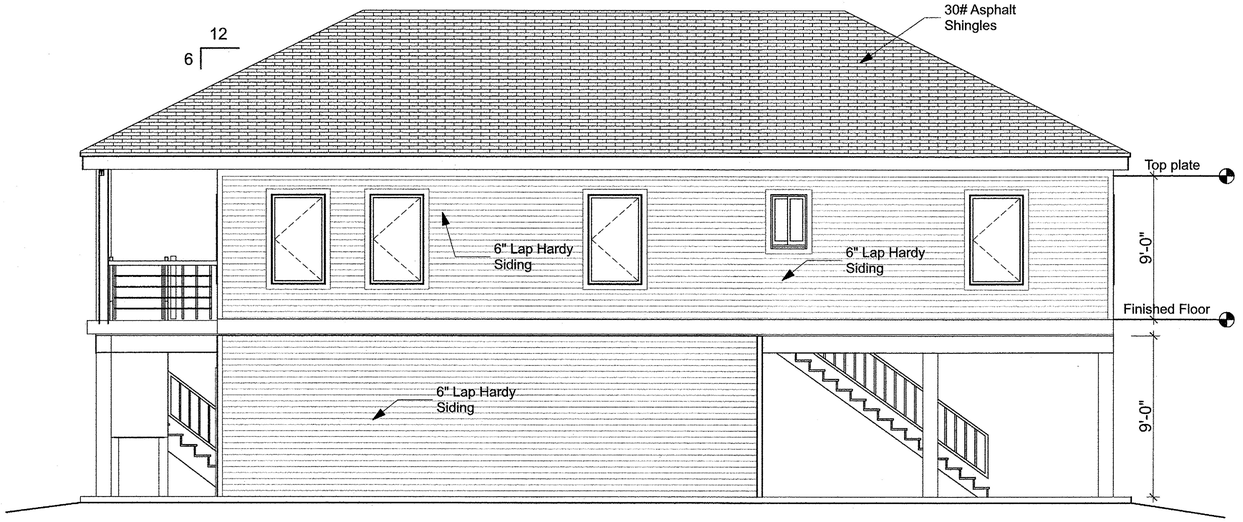
2 A-201



EAST ELEVATION

SCALE: 1/4" = 1' - 0"

1 A-202



SOUTH ELEVATION

SCALE: 1/4" = 1' - 0"

1 A-203

STATE OF TEXAS
ERIC G. RUSSEK
62547
LICENSED
PROFESSIONAL ENGINEER
12/18/2020

ADDISON RESIDENCE

2122 60th STREET
GALVESTON, TX 77554
PHONE: 409-761-0179

ARCHITECT:

Karen Barratt
2641Gerol Drive
Galveston, TX 77551
Ph # 409-744-2517

ENGINEER:

ERIC G. RUSSEK
Ph # 281-678-2800

A-1

SHEET # 3 OF 6

ORDINANCE NO. 25 - ____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONING DISTRICT IN A CENTRAL BUSINESS (CB) ZONING DISTRICT TO CONSTRUCT A "RESTAURANT, DRIVE-IN/THROUGH", "PARKING LOT, COMMERCIAL SURFACE PARKING AREA", AND "ELECTRIC VEHICLE CHARGING STATION", ON PROPERTY COMMONLY KNOWN AS **101 14TH STREET, 1405-1415 HARBORSIDE DRIVE,** AND WHICH IS LEGALLY DESCRIBED AS M.B. MENARD SURVEY, LOTS 4, 5, 6, AND THE NORTH 70 FEET OF LOT 7 (7-1), BLOCK 674, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER **24P-042**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article 4 of the 2015 Galveston Land Development Regulations (LDR) allows for the creation of a Planned Unit Development (PUD) Overlay Zoning District; and,

WHEREAS, the property is commonly known as 101 14th Street, 1405-1415 Harborside Drive, and legally described as M.B. Menard Survey, Lots 4, 5, 6, and the North 70 feet of Lot 7 (7-1), Block 674, in the City and County of Galveston, Texas; and,

WHEREAS, the Applicant, Michael Gaertner, and property owner, GTP Systems, LLC., are requesting to establish a Planned Unit Development (PUD) Overlay Zoning District in a Central Business (CB) base zoning district, in order to establish a "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", and "Electric Vehicle Charging Station" land use(s); and,

WHEREAS, as further detailed in the staff report, Planning Case Number 24P-042, attached and incorporated herein as **Attachment 1** (including Exhibits), the subject site consists of four lots located at the southwest corner of the intersection of Harborside Drive and 14th Street. The lots have a total area of 18,418 square feet. The site consists of four residential structures that are vacant; and,

WHEREAS, the intent of this PUD request is to:

1. Allow for the land uses of "Restaurant, Drive-In/Through", and "Parking Lot, Commercial Surface Parking Area", which are not, permitted in the Central Business (CB) zoning district,
2. To deviate from the minimum distance requirements from a single-family residential district as stipulated by Section 2.326.5 of the Land Development Regulations,
3. Reduction in the number of stacking spaces from eight to seven,
4. Elimination of the visual screening from Residential Uses requirement,
5. Elimination of the interior landscaping requirement; and,

WHEREAS, the Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site; and,

WHEREAS, the subject site is zoned Central Business (CB). The Central Business (CB) district encompasses much of the City's historic downtown area and is intended to provide for the intensive, mixed use development pattern found in urban central business districts; and,

WHEREAS, the three proposed land uses are: "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", and "Electric Vehicle Charging Station". The proposed use of "Restaurant, Drive-In/Through", and Parking Lot, Commercial Surface Parking Area", are not permitted in the Central Business (CB) zoning district. The proposed use of "Electric Vehicle Charging Station" is allowed as a Limited Use. Limited Uses are permitted provided the associated Limited Standards are met. The Limited Standards require that an "Electric Vehicle Charging Station" not be located within 200 feet of a residential use. There are residential uses directly adjacent to the subject property at 107 and 111 14th Street and within 200 feet, are residential uses located at 1408, 1410, and 1414 Strand; and,

WHEREAS, at the Planning Commission's review meeting of January 7, 2025, the Planning Commission recommended denial of the request; and,

WHEREAS, Staff finds that the proposed land uses are generally incompatible with the base zone and surrounding zoning and land uses. The land uses of "Restaurant, Drive-In/Through" and "Parking Lot, Commercial Surface Parking Area", are not permitted in the base zoning district. While the land use of "Electric Vehicle Charging Station" carries restrictions on proximity to residential uses. The uses and the character of development that is proposed is not compatible with the properties in the immediate vicinity of the subject parcel. Development within the Central Business (CB) zoning district should be dense, mixed-use, and oriented to the pedestrian. The proposed development is car-centric, with a drive-through restaurant and an electric vehicle charging station. The land use of "Restaurant, Drive-In/Through" is prohibited in the Central Business (CB) zoning district, while "Restaurant, No Drive-In/Through" is permitted by right. It is clear from that distinction that "Restaurant, Drive-In/Through" is not an appropriate land use for the Central Business (CB) zoning district. Likewise, "Parking Lot, Commercial Surface Parking Area" is prohibited, whereas two land uses associated with parking structures are permitted. This makes it clear that surface parking lots are also unsuitable for the CB district.

WHEREAS, in addition, the applicant is requesting deviations from the landscaping regulations that are intended to screen commercial uses from the residential land uses. The applicant also requests a reduction in the number of stacking spaces for the proposed drive-through from eight to seven. Any reduction in the stacking requirement increases the possibility of negative impacts from waiting cars on Harborside Drive; and,

WHEREAS, after notice and conduct of a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant Applicant's request for a Planned Unit Development (PUD) Overlay Zoning District in a Central Business (CB) base zoning district on property commonly known as 101 14th Street, 1405-1415 Harborside Drive, in the City and County of Galveston, Texas, subject to the conditions set forth in **SECTION 3** below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to certain conditions set forth in **SECTION 3** below, the Applicant is hereby granted a Planned Unit Development (PUD) Overlay in a Central Business (CB), Zoning District on property commonly known as 101 14th Street, 1405-1415 Harborside Drive**,** and which is legally described M.B. Menard Survey, Lots 4, 5, 6, and the North 70 feet of Lot 7 (7-1), Block 674, in the City and County of Galveston, Texas.

SECTION 3. The Planned Unit Development (PUD) Overlay Zoning District is subject to the following conditions:

Specific Conditions – 24P-042:

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:

    a. To allow the land use of "Restaurant, Drive-In/Through", and "Parking Lot, Commercial Surface Parking Area", which are not permitted in the Central Business (CB) zoning district;
    b. To deviate from the minimum distance requirement from single-family residential district stipulated by Section 2.326.5 of the Land Development Regulations. The requirement is that an "Electric Vehicle Charging Station" land use shall be located at least 200 feet from residential use or residential zoning district boundary. The location of the proposed "Electric Vehicle Charging Station" is located adjacent to residential uses at 107 and 111 14th Street and within 200 feet of the residential uses located at 1408, 1410, and 1414 Strand;
    c. Reduction in the number of stacking spaces from eight to seven;
    d. Elimination of the visual screening from Residential Uses requirement; and
    e. Elimination of the interior landscaping requirement;

2. The use shall conform to the attached PUD plan and other applicable ordinances;
3. A building permit(s) for the project shall be issued no later than 24 months from the date of City Council approval and shall proceed in accordance with Ordinance No. 20-008, Timeframe for Permits for Construction Activity;
4. The developer shall conform to the Fire Marshal's comment regarding fire apparatus access;
5. The developer shall submit a Traffic Impact Study showing that the driveway locations do not negatively affect the Level of Service at this intersection, prior to the issuance of a building permit;
6. The developer shall pave the alley on the subject block from 14th Street to 15th Street;

7. The paving of the alley and any improvements in the roadway shall be the responsibility of the developer;
8. The developer shall explore the relocation of the residential structures on the site. If relocation is not feasible, the houses shall be deconstructed and the historic material salvaged and made available for a third party to re-use;
9. Prior to the issuance of a building permit, the developer shall retain a qualified archaeologist to monitor all ground-disturbing activities at the project site for any cultural materials encountered during construction. The archaeologist shall prepare a written report detailing the findings, if any, and submit it to the Historic Preservation Officer for review within 60 days of completing construction; and

Standard Conditions of a Planned Unit Development (PUD):

10. The applicant shall adhere to all comments/conditions received from City departments;
11. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance, which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
12. There shall be no nuisance created or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties; and,
13. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The zoning classification for this property shall be changed to Central Business (CB) Planned Unit Development (CB-PUD), overlay and shall be designated as Central Business (CB) Planned Unit Development (CB-PUD), on the zoning maps of the City of Galveston, subject to the conditions set forth in **SECTION 3** above.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 6. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City Council
Planning and Development Division
City of Galveston
January 23, 2025

24P-042 STAFF REPORT

ADDRESS:
101 14th Street, 1405-1415 Harborside Drive

LEGAL DESCRIPTION:
Properties are legally described as M.B. Menard Survey, Lots 4, 5, 6, and the North 70 feet of Lot 7 (7-1), Block 674, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:
Michael Gaertner

PROPERTY OWNER:
GTP Systems LLC

ZONING:
Central Business (CB)

REQUEST:
Planned Unit Development (PUD)

APPLICABLE LAND USE REGULATIONS:
Article 4 of the Land Development Regulations

STAFF RECOMMENDATION:
Denial

EXHIBIT:
A – Applicant's Submittal
B – Staff Comments
C – Public Comment Report

STAFF:
Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
19	4	0	3	1

Per Section 13.808 of the Land Development Regulations and state law, written public notice of this request is required. Public notices are sent to all property owners within 200 feet of the subject site and are sent to the address on file with the Galveston Central Appraisal District.

City Department Notification Responses:
Airport: No Objection
Building Division: No Objection
Coastal Resources: No Objection
Fire Marshal: No Objection with Comment: The drive off Harborside shall accommodate a fire apparatus through the property
Fire Chief: No Objection
Police Chief: No Objection
Public Works: No Objection with Comment (Exhibit B)

Private Utilities Notification Responses:
AT&T: No Objection
Comcast: No Objection
CenterPoint Energy: No Objection
Texas Gas Service: No Objection

Background

This request was originally submitted under Case 24P-037, which was denied by City Council on October 24, 2024. The applicant has since resubmitted. The differences from the previous case to the current case are:

- Added the land use of "Parking Lot, Commercial Surface Parking Area"
- Added a request to eliminate the required visual screening from residential uses
- Removed the request to eliminate the required landscaping along Harborside Drive.

Executive Summary

This is a request for a Planned Unit Development (PUD) Overlay District to establish "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", and "Electric Vehicle Charging Station" land uses in the Central Business (CB) zoning district. The purpose of the PUD is:

- To allow for the land uses of "Restaurant, Drive-In/Through" and "Parking Lot, Commercial Surface Parking Area", which are not permitted in the Central Business (CB) zoning district.
- To deviate from the minimum distance requirement from single-family residential district stipulated by Section 2.326.5 of the Land Development Regulations. The requirement is that a "Electric Vehicle Charging Station" land use shall be located at least 200 feet from residential use or residential zoning district boundary. The location of the proposed "Electric Vehicle Charging Station" is located adjacent to residential uses at 107 and 111 14th Street.
- Reduction in the number of stacking spaces from eight to seven.
- Elimination of the Visual Screening from Residential Uses requirement.
- Elimination of the interior landscaping requirement.

Site Details

The subject site consists of four lots located at the southwest corner of the intersection of Harborside Drive and 14th Street. The lots have a total area of 18,418 square feet. The site consists of four residential structures that are vacant.

Compatibility with Base and Surrounding Zoning and Land Uses

The subject site is zoned Central Business (CB). Three land uses are proposed - "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", and "Electric Vehicle Charging Station". The proposed uses of "Restaurant, Drive-In/Through" and "Parking Lot, Commercial Surface Parking Area" are not permitted in the Central Business (CB) zoning district. The proposed use of "Electric Vehicle Charging Station" is allowed as a Limited Use. Limited Uses are permitted provided the associated Limited Standards are met. The Limited Standards require that a "Electric Vehicle Charging Station" not be located within 200 feet of a residential use. There are residential uses directly adjacent to the subject property at 107 and 111 14th Street. Additionally, within 200 feet, residential uses are located at 1408, 1410, and 1414 Strand.

Staff finds that the proposed land uses are generally incompatible with the base zone and surrounding zoning and land uses. The land uses of "Restaurant, Drive-In/Through" and "Parking Lot, Commercial Surface Parking Area" are not permitted in the base zoning district. While the land use of "Electric Vehicle Charging Station" carries restrictions on proximity to residential uses.

The Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site.

Ability of the Property to be used under Current Zoning

The subject site is zoned Central Business (CB). The CB district encompasses much of the City's historic downtown area and is intended to provide for the intensive, mixed-use development pattern found in urban central business districts.

As noted above, the land use of "Restaurant, Drive-In/Through" is not permitted in the base zoning district. While the land use of "Electric Vehicle Charging Station" carries restrictions on proximity to residential uses.

PUD Details /Development Plan

The purpose or intent of the PUD	The purpose or intent of the PUD is: • To allow for the land uses of "Restaurant, Drive-In/Through" and "Parking Lot, Commercial Surface Parking Area", which are not permitted in the Central Business (CB) zoning district; • To deviate from the minimum distance requirement from single-family residential use stipulated by Section 2.326.5 of the Land Development Regulations. The requirement is that a "Electric Vehicle Charging Station" land use shall be located at least 200 feet from residential use or residential zoning district boundary. The location of the proposed "Electric Vehicle Charging Station" is located adjacent to residential uses at 107 and 111 14th Street and within 200 feet of the residential uses located at 1408, 1410, and 1414 Strand; • Reduction in the number of stacking spaces from eight to seven; • Elimination of the Visual Screening from Residential Uses requirement; and • Elimination of the interior landscaping requirement.
PUD Land Uses	"Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", and "Electric Vehicle Charging Station". No prohibitions of other uses permitted in the CB base zoning district.

Density	There are no proposed dwelling units.
Building Height	The proposed covered "Electric Vehicle Charging Station" is proposed to have an eave height of eight to nine feet above grade and a peak height of eleven to twelve feet above grade. The proposed "Restaurant, Drive-In/Through" shall have a maximum parapet height of 25 feet above grade. There is no height requirement in the CB zoning district.
Building Setbacks	There are no required building setbacks in the CB zoning district.
Limits of Construction	As shown on the site plan.
Building Elevations	See Exhibit A for the Applicant's Submittal.
Vehicular Parking	The proposed "Restaurant, Drive-In/Through" will required four parking spaces, which are shown on the site plan.
Pedestrian Access	Vehicular access will be from the existing curb cut on Harborside Drive, the alley adjacent to the site on the south, and a new exit is proposed onto 14th Street (right turn only). Pedestrian access will be from the intersection of 14th Street and Harborside Drive.
Streets and Circulation	There are no public or private streets within the site. The property is served by existing Harborside Drive and 14th Street.
Screening and Landscape	Requested deviation to eliminate the required visual screening adjacent to residential and to eliminate the interior landscaping.
Environmental Protection	There are no environmentally sensitive areas.
Signage	Per Article 5 of the Land Development Regulations.
Lighting	Per Article 7 of the Land Development Regulations.
Phasing or Scheduling	The project is proposed to be done as two distinct projects: the "Restaurant, Drive-In/Through" as a separate project from the covered "Electric Vehicle Charging Station" and "Parking Lot, Commercial Surface Parking Area".
Unique characteristics or exceptional circumstances	See Exhibit A for the Applicant's Submittal.

Criteria for Approval

Per Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of a rezoning request if it is demonstrated that:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives, and policies of the City of Galveston 2011

Comprehensive Plan and other adopted neighborhood plans, special area plans, redevelopment plans, or other plans applicable to the area;

2. The proposed zoning is consistent with the future land use map of the City of Galveston 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities, and the delivery of public services to the area in which the parcel proposed for rezoning is located;
4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Regulations including parking and buffering requirements;
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.

Other Reviews

The Planning Commission reviewed this request on January 7, 2025 and voted to recommend denial as recommended by the staff report. The vote was unanimous of those members present. Five members were present and two were absent.

Staff Recommendation

Staff finds that the proposed PUD request does not conform to the criteria for approval. The uses and the character of development that is proposed are not compatible with the properties in the immediate vicinity of the subject parcel. Development within the Central Business (CB) zoning district should be dense, mixed-use, and oriented to the pedestrian. The proposed development is car-centric, with a drive-through restaurant, electric vehicle charging station, and commercial parking lot.

"Restaurant, Drive-In/Through" is prohibited in the Central Business (CB) zoning district, while "Restaurant, No Drive-In/Through" is allowed. This distinction indicates that drive-in/through restaurants are not suitable for the CB district.

Likewise, "Parking Lot, Commercial Surface Parking Area" is prohibited, whereas two land uses associated with parking structures are permitted. This makes it clear that surface parking lots are also unsuitable for the CB district.

The land use of "Electric Vehicle Charging Station" is allowed in the Central Business (CB) zoning district as a limited use. Limited Uses are permitted provided the associated Limited Standards are met. In the case of "Electric Vehicle Charging Station" there is only one Limited Standard:

Charging Station Near Residential. The use may not be located within 200 feet of the property line of a residential use or a residential zoning district boundary.

The request is to remove this standard and allow the use to be located directly adjacent to the residential uses at 107 and 111 14th Street and within 200 feet of the residential uses located at 1408, 1410, and 1414 Strand. The Limited Standard is intended to protect residential uses from the potential negative impacts of the "Electric Vehicle Charging Station". Such negative impacts may be: increased traffic and noise; visual impact of lighting and headlights; and aesthetic impact of charging units, parking spaces, and shelters.

Additionally, the applicant is requesting deviations from the landscaping regulations that are intended to screen commercial uses from the residential land uses. A landscaping strip of four feet in width containing shrubs and trees is required when parking, loading, and driveways are adjacent to residential uses in order to Increase the compatibility of adjacent uses.

The applicant is also requesting a reduction in the number of stacking spaces for the proposed drive-through from eight to seven. Stacking spaces refer to the areas where vehicles line up while waiting for service at drive-throughs. The intent of stacking space requirements is to ensure that waiting vehicles do not block sidewalks and prevent vehicles from spilling out on to adjacent roadways. Any reduction in the stacking requirement increases the possibility of negative impacts from waiting cars on Harborside Drive.

Due to non-conformance with the Criterial for Approval, Staff recommends the request be denied.

If the City Council finds the request conforms to the Criteria for Approval and grants the PUD, Staff has provided the following comments also included as Exhibit B:

Public Works: Comments have been submitted by the Public Works Department expressing concerns about the placement of the driveways and their proximity to the traffic signal at 14th Street and Harborside. Also there are concerns that the proposed patio on the north side of the building could present sight obstructions. The developer will need to submit a Traffic Impact Study showing that the driveway locations do not negatively affect the Level of Service at this intersection, prior to the issuance of a building permit. Since the alley will provide egress for the development, the alley between 14th and 15th Streets will need to be paved. The paving of the alley and any improvements in the roadway will be the responsibility of the developer.

Historic Preservation Officer: The site consists of four residential structures. Sanborn Map research indicates that three of the buildings date from before 1889 and the fourth from before 1912. Due to the age of the structures, the developer should

explore the relocation of the houses rather than demolition. If relocation is not possible, then the houses should be deconstructed and the historic material salvaged.

The site is the vicinity of the Jean Laffite fort known as Mason Rouge. Any disturbance of the ground during construction should be monitored by an archeologist for any cultural materials related to Jean Laffite.

As noted above, Staff recommends denial of the request, however, should the City Council find that the Criteria for Approval are met, the following conditions may be appropriate.

Specific Conditions;

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
    a. To allow for the land uses of "Restaurant, Drive-In/Through" and "Parking Lot, Commercial Surface Parking Area", which are not permitted in the Central Business (CB) zoning district;
    b. To deviate from the minimum distance requirement from single-family residential district stipulated by Section 2.326.5 of the Land Development Regulations. The requirement is that a "Electric Vehicle Charging Station" land use shall be located at least 200 feet from residential use or residential zoning district boundary. The location of the proposed "Electric Vehicle Charging Station" is located adjacent to residential uses at 107 and 111 14th Street and within 200 feet of the residential uses located at 1408, 1410, and 1414 Strand;
    c. Reduction in the number of stacking spaces from eight to seven;
    d. Elimination of the Visual Screening from Residential Uses requirement; and
    e. Elimination of the interior landscaping requirement.
2. The use shall conform to the attached PUD plan and other applicable ordinances;
3. A building permit(s) for the project shall be issued no later than 24-months from the date of City Council approval and shall proceed in accordance with Ordinance 20-008, Timeframe for Permits for Construction Activity;
4. The developer shall conform to the Fire Marshal's comment regarding fire apparatus access;
5. The developer shall submit a Traffic Impact Study showing that the driveway locations do not negatively affect the Level of Service at this intersection, prior to the issuance of a building permit;
6. The developer shall pave the alley on the subject block from 14th Street to 15th Street;
7. The paving of the alley and any improvements in the roadway shall be the responsibility of the developer;

8. The developer shall explore the relocation of the residential structures on the site. If relocation is not feasible, the houses shall be deconstructed and the historic material salvaged and made available for a third party to resue;
9. Prior to the issuance of a building permit, the developer shall retain a qualified archaeologist to monitor all ground-disturbing activities at the project site for any cultural materials encountered during construction. The archaeologist shall prepare a written report detailing the findings, if any, and submit it to the Historic Preservation Officer for review within 60 days of completing construction;

Standard Conditions of a Planned Unit Development (PUD):

10. The applicant shall adhere to all comments/conditions received from City departments;
11. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance, which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
12. There shall be no nuisance created or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties; and,
13. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

Respectfully Submitted,

Catherine Gorman, AICP, Assistant Director/HPO — Date: 01-10-2025

Narrative

1) Project Description:

This narrative is provided in support of a Planned Unit Development (PUD) at 101 14th Street and the three adjoining lots to the west—1405, 1409, and 1415 Harborside Drive and is legally described as lots 4, 5 & 6 and the north 70 feet of lot 7, Block 674 in Galveston, Texas. The project is currently classified as (CB) zoning district. The proposed development is a drive-through coffee or tea shop, classified as "Restaurant, Drive-In / Through" and parking incidental to that use. The remainder of the site is proposed to be used for covered, "Electric Vehicle Charging Stations". Up to 30 of the charging stations would be destination charging requiring 2 days or longer for charging, and this area also being classified as "Parking Lot, Commercial Surface Parking Area". The intended uses align with the changing development patterns in the area and support the city's strategic goals as outlined in the Comprehensive Plan and Land Development Regulations (LDRs). (There is no proposed residential use of the subject property.)

The proposed drive through coffee or tea shop will be approximately 1,000 s.f. located on the corner lot at 14th and Harborside. Automobiles will enter from Harborside Drive and exit onto 14th Street with right turn only from the exit. This building is proposed to be less than 25 feet in height and have a patio between the building and Harborside Drive.

Figure 1: Prototype of NobiliTea building © 2024 SC Architecture, all rights reserved.

There are 41 proposed covered electric vehicle (EV) charging stations proposed on the remainder of the property. The canopies will cover the parked cars and charging stations and will be approximately 8 – 9 feet tall at the eaves and have a 1:12 slope to the ridge. All runoff from the canopies will be directed to the interior of the site, there will be no roof or surface runoff onto the adjoining lots. The existing curb cut on Harborside Drive will be entrance only with vehicles exiting by going through the drive through at the coffee or tea shop or through the alley to the south and either left to 14th street or right to 15th street.

After the widening of Harborside Drive by TXDoT, there is only about five feet of ROW from the property line to the curb and sidewalk is proposed for this space. Landscaping is proposed at the parking areas consisting of a hedgerow and trees to comply with the requirements for Rights-of-way screening of the City's Land Development Regulations . Along 14th Street, a five foot sidewalk will be installed with approximately 10 – 11 feet remaining for landscaping. With the exception to improvements made in the ROW, the construction will be limited to the property as shown on the survey.

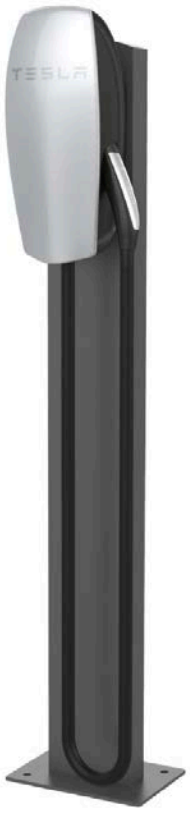


Figure 2: Charging Station

All signage and lighting will conform to the Land Development Regulations. The project will likely be done as two distinct projects: the coffee or tea shop and the covered EV Charging Station.

Justification for PUD:

1. Consistency with the Comprehensive Plan:

The City of Galveston's Comprehensive Plan emphasizes the importance of adaptive reuse and innovative development to support the evolving needs of the community and economic growth (Section 2.3, Economic Development). The proposed PUD aligns with these goals by introducing a mixed-use development that fosters both commercial activity and environmental sustainability through the inclusion of EV charging stations.

The Comprehensive Plan also includes the significance of supporting and enhancing the Central Business District (CBD) to maintain Galveston's economic vitality (Section 3.1, Land Use and Development). The proposed drive-through coffee or tea shop will serve as a local amenity, catering to both residents such as UTMB students, faculty and staff and visitors, such as UTMB patients and cruise ship passengers. EV charging stations promote sustainable transportation options, consistent with the Comprehensive Plan's vision for a resilient and forward-looking urban environment (Section 5.4, Transportation and Mobility).

2. Conformity with Land Development Regulations (LDRs):

The LDRs for the City of Galveston provide a framework for PUD applications to ensure that developments are thoughtfully integrated into the existing urban fabric. The proposed development meets several key criteria outlined in the LDRs, including:

- Innovative Site Planning (Section 29-100): The PUD provides for a creative layout that combines commercial use with essential infrastructure for EVs, promoting a sustainable and accessible environment.

- Compatibility with Surrounding Uses (Section 29-105): The project is designed to complement the nearby Port of Galveston and its recent developments, particularly the new Royal Caribbean terminal and associated parking. The drive-through beverage shop and EV charging stations will serve the growing number of port visitors and workers, contributing to a more vibrant and economically diverse area.

- Enhancement of Public Spaces (Section 29-107): Although the project primarily focuses on commercial use, the inclusion of EV charging stations represents a public benefit by supporting the city's shift toward greener transportation options. This initiative is consistent with the city's goals for improving public amenities and infrastructure.

3. Changing Development Patterns at the Port of Galveston:

The Port of Galveston has seen significant development in recent years, particularly with the construction of the new Royal Caribbean terminal on the north side of Harborside Drive. This development has brought increased traffic and demand for amenities in the surrounding area. The proposed PUD responds to these changes by introducing a development that serves both the local community and the growing number of port visitors.

The strategic location of the PUD site, adjacent to the port, makes it an ideal location for a drive-through coffee or tea shop, which will cater to passengers and port employees as well as local residents and staff, patients and visitors to UTMB. The EV charging stations will also serve the increasing number of electric vehicles, driven in part by the city's commitment to sustainability and the broader push towards greener transportation.

If this development is approved, the Owners are shall meet all other requirements of the Land Development Regulations or such requirements as the City Council may deem appropriate.

4) Rationale for Deviations from LDR's

This property was previously utilized as residential and commercial, with the building at 101 14th Street housing offices and prior to that a restaurant and with a parking lot. Each of the adjoining residential properties has a privacy fence screening it from these previous and proposed uses and there is no record of any complaint with respect to the parking or restaurant. An EV charging station should not be disruptive to the adjoining residential units.

Harborside Drive in inhospitable to residential development without significant mitigation. There are currently several single family units on the site which have proven very difficult to rent due to noise and traffic.

The majority of property fronting Harborside Drive contains parking lots or related structures not provided with landscaping or ROW Screening. For this project, landscaping is proposed to be provided along Harborside Drive in compliance with the LDR's and is proposed to be added to the development where it fronts 14th street.

Landscaping is not proposed for the interior of the site as covered parking is not compatible with trees. The covering of the charging spaces is considered essential to help protect the equipment

from Galveston's corrosive atmosphere and to add safety and convenience to the charging experience.

A landscaping strip with a privacy fence abutting residential property which already has a privacy fence creates a completely enclosed landscape area, invisible to the property owners on either side. This provides no benefit to anyone.

Due to the high costs of electrical infrastructure, 40 charging stations appears to be a threshold for feasibility, requiring the site to be utilized as completely as possible.

Economic Impact:

From an economic perspective, the development would create jobs, stimulate local commerce, and support Galveston's tourism sector. Economic Impact

1. Annual Retail Sales: $1,642,500 (Tea Shop only)
2. Sales Tax Revenue (Tea Shop only):
   Total sales tax: $135,500/year
   Local portion: $32,850/year
3. Property Tax Revenue: $10,000/year
4. Jobs Created: 13-20 jobs

In addition, the operator will pay the long-term parking fees to the City as described in Ordinance 19-134, which might total as much as $10-15,000 per year. Combining the City portion of sales tax, property tax and long term parking fees, the total income to the City could be $40-50,000 per year. The economic impact from the increased employment could be $400,000 to $1.2 million depending on a number of factors.

Traffic

The project will apply for and obtain any necessary reviews and permits from TXDot. If required by the City or TXDot, a Traffic Impact Analysis for Harborside Drive and 14th will be undertaken along with a Level of Service assessment of the signal at the intersection. Any studies or data available from the Port of Galveston with respect to present and future traffic impacts will be considered.

A preliminary analysis indicates that the impact of this project is less than 3% of the capacity of 14th Street and is negligible on Harborside Drive, and that the Level of Service at the signal will be unchanged.

One potential issue could be westbound traffic attempting to turn left toward the tea shop entrance from Harborside. That turn is not legal now, but if this becomes a problem it can be immediately resolved with traffic cones then permanently and easily solved with flexible bollards inside the double yellow centerline at that location.

Existing Buildings:

The Galveston Historical Foundation has examined the buildings on the site and determined that it is not possible to relocate the buildings and not practical to deconstruct or salvage materials from the buildings. When contacted, no other lumber or architectural antique companies in the area has expressed an interest in the buildings or components from the buildings; they have said there has been a recent downturn in demand and they have too much inventory now.

Conclusion:

The proposed PUD for 101 14th Street and the adjoining lots at 1405, 1409, and 1415 Harborside Drive represents a forward-thinking development that aligns with the City of Galveston's Comprehensive Plan and Land Development Regulations. By integrating commercial use with EV infrastructure, the project supports the city's economic, environmental, and community goals. The development acknowledges the changing landscape of the Port of Galveston and seeks to enhance the area with EV charging and beverage service, amenities that will benefit both locals and visitors.

We respectfully request the approval of this PUD application to advance this beneficial project.

EV Demand Calculation

The Royal Caribbean terminal at the Port of Galveston is expected to handle approximately 630,000 passengers annually. When combined with approximately 350,000 outpatient visits to UTMB each year, the total number of people coming to this area is substantial. This does not include staff, faculty, residents and others who might be in the area.

To estimate the number of electric vehicles (EVs) visiting this area daily, calculate the average number of vehicles based on the assumption that each car typically carries about 2.5 people:

1. Total Annual Visitors (UTMB and RC Terminal Combined):
   Royal Caribbean terminal: 630,000 passengers
   UTMB outpatient visits: 350,000
   Total: 980,000 visitors annually

2. Average Number of Cars Per Year:
   980,000 / 2.5 persons per car = 392,000 cars annually

3. Average Number of Cars Per Day:
   Total cars per day = 392,000 cars / 365 days = approx 1,074 cars daily

4. Percentage of EVs: Assuming a very conservative estimate where 5% of the cars are electric vehicles:
   EVs per day = 1,074 cars, times 5% = 54 EVs daily

Thus, based on this projection, more than 54 electric vehicles visit the area around the Royal Caribbean terminal and UTMB daily. This figure highlights the importance of expanding EV charging infrastructure in the area to accommodate current and future demand.

The number of electric vehicles (EVs) is expected to increase significantly in the coming years. This growth is driven by multiple factors, including government incentives, technological advancements, and a broader societal shift towards sustainable transportation.

Annual Growth Rate of EVs:

Global Projections: Globally, EV sales are expected to grow at a compound annual growth rate (CAGR) of about 25-30% from 2023 to 2030. This growth rate varies by region, but in the U.S., the adoption is substantial.

U.S. Projections: In the U.S., the share of EVs in new car sales is projected to rise from about 6% in 2023 to over 40% by 2030 . This implies an annual growth rate of about 30% in EV adoption.

Impact on the Subject Area:

Given the expected growth rate, the number of EVs visiting the area around the Royal Caribbean terminal and UTMB will likely increase significantly each year. Assuming a 25 - 30% annual growth in EVs:

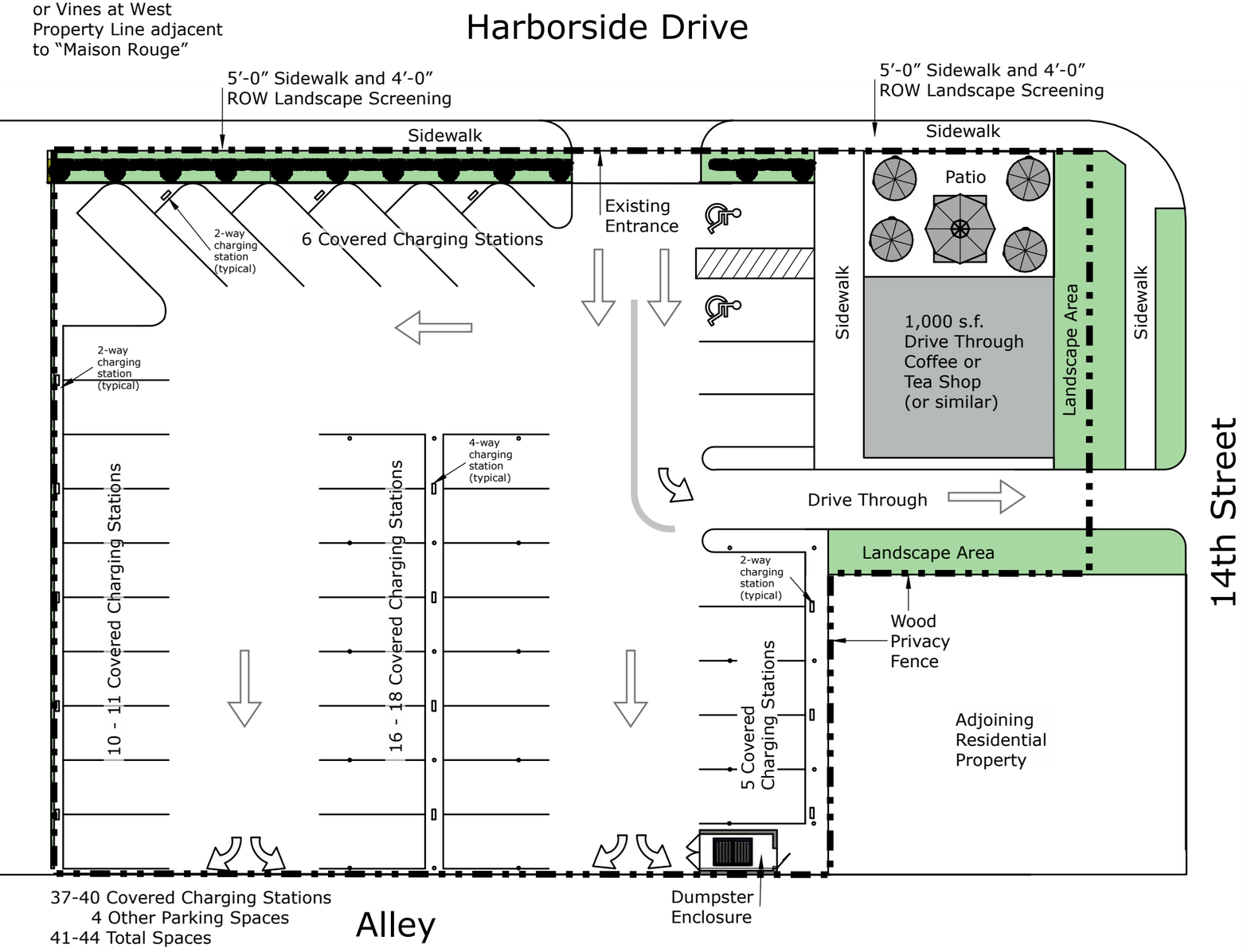
1. Current Estimate: Approximately 54 EVs visit the area daily.

2. Next Year: 54 times 1.25 = 67.5 EVs daily

3. In 5 Years (assuming 25% growth each year): = 164 EVs visit the area daily.

This projection shows that within five years, the number of EVs could increase to around 164 per day, tripling the current estimate. The rising number underscores the importance of planning for increased EV charging capacity in the proposed PUD.

NOTE:
At West Property Line: Living Wall: Decorative Fence and Clinging Ivy or Vines at West Property Line adjacent to "Maison Rouge"



1 Site Plan

1" = 20'-0"

N

© 2024 Michael D. Gaertner, Sr., Architect
This document dated 10/30/24 Authorized by Michael Gaertner, Sr., Architect (Texas Registration Number 9342) is incomplete and submitted for an Application for PUD. Do not use for any other permit, approval or construction.

REGISTERED ARCHITECT MICHAEL D. GAERTNER 9342 STATE OF TEXAS

SEC. 4.102, D. 3. PUD Plan

a. Proposed land uses; for this PUD are an Electrical Vehicle Charging Station / Parking Lot, Commercial Surface Parking Area and a Restaurant, Drive-In / Through, and all other uses shall be allowed or prohibited as described in the Land Development Regulations,

b. Existing natural features; This existing site is existing mixed use development of residential and commercial buildings with no existing natural features,

c. Location of proposed buildings; the locations of the Electrical Vehicle Charging Station / Parking Lot, Commercial Surface Parking Area and Restaurant, Drive-In / Through are shown in the attached drawing,

d. A tabulation of proposed dwelling unit density; there are no proposed dwelling units on the site,

e. A tabulation of proposed floor area ratios (FAR) and maximum heights of proposed buildings: the proposed Restaurant, Drive-In / Through is 1,000 s.f. and the land area is 18,418 s.f. The covered parking is open on all four sides and is not included in the calculation of FAR. The proposed floor area ratio is 0.0543, the maximum height of any building on the site shall be 25 feet,

f. Proposed circulation systems, including preliminary street cross-sections; there is no new circulation system proposed,

g. Proposed public parks, greenbelts, and other open space; there are no public parks, greenbelts, and other open space proposed,

h. Proposed public facilities, i.e. school sites, fire station, etc.; there are no public facilities, i.e. school sites, fire station, etc. proposed,

i. Location and type of proposed landscaping including existing landscaping; new landscaping is shall consist of Rights-of-Way Screening at Harborside Drive consisting of a 4'-0" wide strip of trees and accent shrubbery. Additional landscaping consisting of trees and accent shrubbery ground cover shall be provided at the area along 14th Street at the Restaurant, Drive-In / Through. Other landscaping consisting of shrubs and ground cover shall be provided as shown in the attached drawing. A living wall, consisting of decorative fencing and clinging ivy or vines shall be provided at the west property line bordering "Maison Rouge",

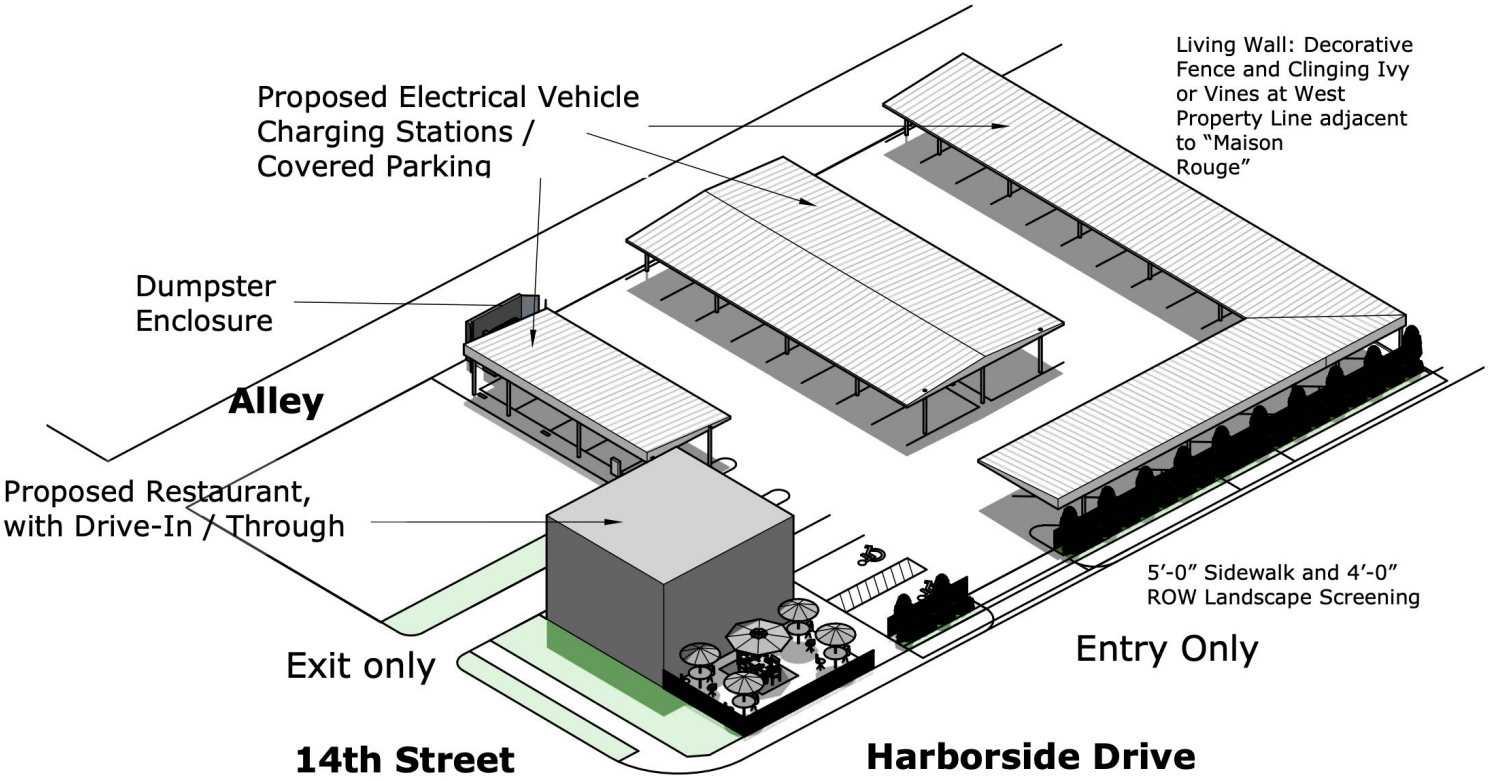
j. Public Access; subject to approval by the Texas Department of Transportation and the City of Galveston Engineering Department, public access is proposed to be an entrance only from Harborside Drive, with exits onto 14th Street from the Restaurant, Drive-In / Through. For the Electrical Vehicle Charging Station / Parking Lot, Commercial Surface Parking Area, exits shall be through the alley to the south and then east or west to 14th and 15th Streets,

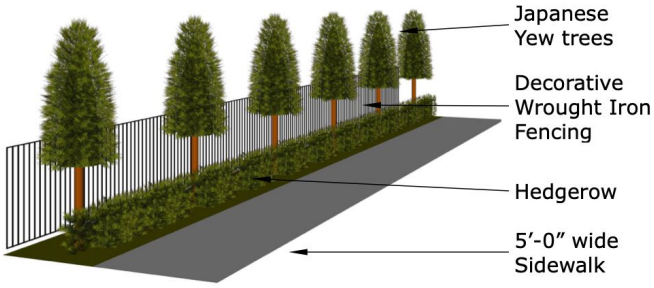
k. Proposed easements; there appear to be no recorded easements on the site. New easements are proposed to provide access as may be required by Centerpoint Energy and other utility providers to the two adjoining residential properties,

l. Proposed trail networks; there are no proposed trail networks on the site,

m. Identification of environmentally sensitive areas; there are no environmentally sensitive areas on the site, and

n. Transit network and/or stops; The nearest transit stop is at 14th and Market Streets, three blocks or 950 feet from the intersection of 14th and Harborside.





ROW Screening at Parking

Architect's Rendering of NobiliTea Shop

SEC. 4.102, D. 3. PUD Plan

a. Proposed land uses; for this PUD are an Electrical Vehicle Charging Station / Parking Lot, Commercial Surface Parking Area and a Restaurant, Drive-In / Through, and all other uses shall be allowed or prohibited as described in the Land Development Regulations,

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c. Location of proposed buildings; the locations of the Electrical Vehicle Charging Station / Parking Lot, Commercial Surface Parking Area and Restaurant, Drive-In / Through are shown in the attached drawing,

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e. A tabulation of proposed floor area ratios (FAR) and maximum heights of proposed buildings: the proposed Restaurant, Drive-In / Through is 1,000 s.f. and the land area is 18,418 s.f. The covered parking is open on all four sides and is not included in the calculation of FAR. The proposed floor area ratio is 0.0543, the maximum height of any building on the site shall be 25 feet,

f. Proposed circulation systems, including preliminary street cross-sections; there is no new circulation system proposed,

g. Proposed public parks, greenbelts, and other open space; there are no public parks, greenbelts, and other open space proposed,

h. Proposed public facilities, i.e. school sites, fire station, etc.; there are no public facilities, i.e. school sites, fire station, etc. proposed,

i. Location and type of proposed landscaping including existing landscaping; new landscaping is shall consist of Rights-of-Way Screening at Harborside Drive consisting of a 4'-0" wide strip of trees and accent shrubbery. Additional landscaping consisting of trees and accent shrubbery ground cover shall be provided at the area along 14th Street at the Restaurant, Drive-In / Through. Other landscaping consisting of shrubs and ground cover shall be provided as shown in the attached drawing. A living wall, consisting of decorative fencing and clinging ivy or vines shall be provided at the west property line bordering "Maison Rouge",

j. Public Access; subject to approval by the Texas Department of Transportation and the City of Galveston Engineering Department, public access is proposed to be an entrance only from Harborside Drive, with exits onto 14th Street from the Restaurant, Drive-In / Through. For the Electrical Vehicle Charging Station / Parking Lot, Commercial Surface Parking Area, exits shall be through the alley to the south and then east or west to 14th and 15th Streets,

k. Proposed easements; there appear to be no recorded easements on the site. New easements are proposed to provide access as may be required by Centerpoint Energy and other utility providers to the two adjoining residential properties,

l. Proposed trail networks; there are no proposed trail networks on the site,

m. Identification of environmentally sensitive areas; there are no environmentally sensitive areas on the site, and

n. Transit network and/or stops; The nearest transit stop is at 14th and Market Streets, three blocks or 950 feet from the intersection of 14th and Harborside.

SEC. 4.102, D. 1. Development Plan

1. Development requirements for the PUD ordinance:

   a. **The purpose and intent of the PUD;**

   1) To allow an Electrical Vehicle Charging Station (EV Charging) / Parking Lot, Commercial Surface Parking Area (Parking) and a Restaurant, Drive-In / Through, at the subject property,

   2) To deviate from the landscaping requirements of Section. 9.301 C. Interior Landscaping, as the EV charging and parking is all to be covered except for the 4 spaces at the pad site for the Restaurant, Drive-In / Through,

   3) To deviate from the landscaping requirements of Section 9.301 D. Visual Screening from Residential Uses as there has been a parking lot at this location for over 30 years and there is no record of a complaint.

   4) To deviate from the minimum distance requirement from single-family residential district stipulated by Section 2.326.5 of the Land Development Regulations. The requirement is that an Electric Vehicle Charging Station **or** Parking Lot, Commercial Surface Parking Area land use shall be located at least 200 feet from a residential land use or an R-1 or R-2 zoning district.

   5) To deviate from the minimum stacking distance for Restaurant, Drive-In/Through as stipulated in Table 8.203, from 8 to each menu board to 7 to each menu board,

   b. **PUD land uses;** the PUD land uses shall be those described above: Restaurant, Drive -In/Through, Electric Vehicle Charging Station, Parking Lot, Commercial Surface Parking Area and those listed in the Land Development Regulations updated August 2024,

   c. **Density;** there is no proposed increase to the density of the site, the existing dwelling units shall be removed and the residential density will be none,

   d. **Building height;** the proposed covered Electric Vehicle Charging Station / Parking Lot, Commercial Surface Parking Area proposed to have an eave height of eight to nine feet above grade and a peak height of eleven to twelve feet above grade. The proposed Restaurant, Drive-In/Through shall have a maximum parapet height of 25 feet above grade. There is no height requirement in the Central Business (CB) land use classification,

   e. **Building setbacks;** no setbacks are required in the CB land use classification,

   f. **Limits of construction;** the limits of construction shall be the property lines except for landscaping, paving, sidewalks and underground drainage in the right-of-way,

   g. **Building elevations**; are indicated in the attached drawings,

   h. **Vehicular parking**; there is no minimum parking requirement for the Restaurant, Drive-In/Through, four open parking spaces are proposed. there is no minimum parking requirement for the Electric Vehicle Charging Stations, one parking space per charging connection is proposed. Of the approximately 40 spaces proposed for Electric Vehicle Charging Station **or** Parking Lot, Commercial Surface Parking Area land use, no more than 30 shall be available for long term parking.

   i. **Pedestrian access**; pedestrian access shall be from new sidewalks proposed in the ROW on the south side on Harborside Drive and the west side of 14th street,

   j. **Streets and circulation**; no new streets or circulation are proposed,

   k. **Screening and landscaping**; a 4'-0" wide Rights of Way Screening landscaping strip shall be provided at Harborside Drive, in accordance with 9.301 B. Additional landscaping shall be provided along 14th Street at the Restaurant, Drive-In/Through, and a living wall, consisting of decorative fencing and clinging ivy or vines shall be provided at the west property line bordering "Maison Rouge".

   l. **Environmental protection**; a SWPPP shall be implemented during the construction phase. A grease trap or interceptor shall be provided for the Restaurant, Drive-In/Through as required by the City of Galveston and TCEQ,

   m. **Signage**; all signage shall comply with the Land Development Regulations and a separate permit is required,

   n. **Lighting**; all lighting shall comply with the Land Development Regulations,

   o. **Phasing or scheduling**; The project is proposed to be done as two distinct projects: the Restaurant, Drive-In/Through as a separate project from covered Electric Vehicle Charging Stations / Parking Lot, Commercial Surface Parking Area, and

   p. Any other requirements of these regulations or as the City Council may deem appropriate.

Public Works Comments – Rob Winiecke, P.E., CFM, Director of Infrastructure and Engineering:

The entrance on Harborside is right in the middle of the left turn lane to access the Royal Caribbean Cruise Terminal and I believe that some form of traffic deterrent (raised median, etc. which will require TxDOT and City approval) may be warranted to prevent westbound traffic from queuing in the turn lane to make a left-hand turn into the development. I also have concerns that the proposed patio shown adjacent to the north side of the building on the renderings could present sight obstruction for the safe operation of the intersection of 14th Street & Harborside. Therefore, the developer will need to provide a Traffic Impact Study showing that the driveway locations do not negatively affect the Level of Service (LOS) of the Traffic Signal at this intersection.

It is clear the developer intends to utilize the existing alley as an egress point for this development (as indicated by the direction arrows provided on the site plan). The alley will need to be paved between 14th & 15th Streets by the developer as part of this development.

Historic Preservation Officer Comments – Catherine Gorman, AICP, Assistant Director/Historic Preservation Officer:

The residential structures on the site are some of the only remaining houses from what was a densely populated area of small structures. The houses at 1409 and 1415 Harborside Drive first appear on the 1889 Sanborn Map, although they may be older. The previous Sanborn Maps of 1877 and 1885 did not cover this area. The house at 101 14th Street appears on the 1912 Sanborn. Due to the age of the structures, I recommend that the developer relocate them rather than demolish them. Their construction type makes relocation relatively viable. If relocation is not feasible, the houses should be deconstructed and the historic material salvaged and made available to a third party.

This generally vicinity is recognized as the likely site of Jean Laffite's fort known as Maison Rouge. There is a Texas Historical Commission subject marker at 1417 Harborside with the following text:

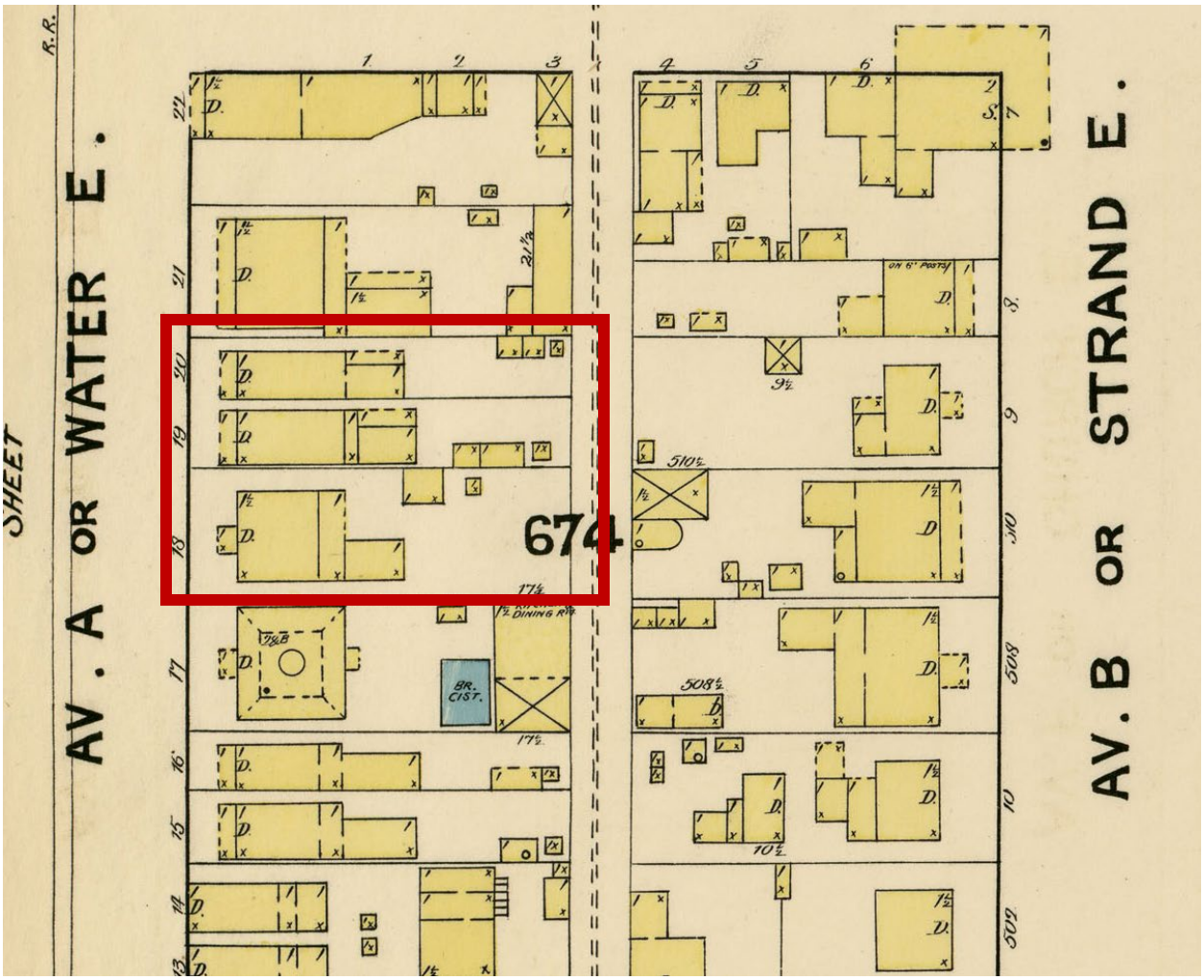
> Jean Lafitte. Notorious pirate. Settled here in 1817 with his buccaneers and ships; under Mexican flag, continued his forays against Spanish shipping in the Gulf. On this site, he built his home, Maison Rouge (Red House), which was part of his fort; and upper story was pierced for cannon. It was luxuriously furnished with booty from captured ships.

> Leaving Galveston in 1821, upon demand of the United States, he burned his home, fort and whole village; then sailed to Yucatan. In 1870, present structure was built over old cellars and foundations of Maison Rouge.

The foundations visible at 1417 Harborside are the remains of the 1870 house.

According to “Historic Galveston Homes” published in 1951 by The Galveston Historical Society (the precursor to the Galveston Historical Foundation), archeological investigations in the 1940s found a buried retaining wall, 12 cisterns, and evidence of vessel moorings.

Due to the significance of the Jean Lafitte site, I recommend that any disturbance of the ground related to the proposed development be monitored by an archeologist for any cultural materials.



1889 Sanborn Map

1912 Sanborn Map

24P-042 (101 14th Street, 1405-1415 Harborside Drive) Request for a Planned Unit Development (PUD) Overlay District for a "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", and "Electric Vehicle Charging Station". Properties are legally described as M.B. Menard Survey, Lots 4, 5, 6, and the North 70 feet of Lot 7 (7-1), Block 674, in the City and County of Galveston, Texas.
Applicant: Michael Gaertner
Property Owner: Christopher and Kathleen Frederickson

Notices Sent: **18**
Returned: 4
In Opposition:3
No Comment: 1

PROPERTY OWNER NOTICES				
RESPONSE				COMMENTS
In Favor	Opposed	Undeliverable	No Comment	
			X	Mary C. Jones – [redacted]
	X			Robert W. Jones – [redacted]
	X			Robert W. Jones – [redacted]
	X			Robert W. Jones – [redacted]

City of Galveston

DEVELOPMENT SERVICES
PO Box 779 / 3015 Market St | Galveston, TX 77553
planning@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on **December 3, 2024,** at **3:30 p.m.**, a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on **January 23, 2025**, at **5:00 p.m.**, a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

24P-042 (101 14th Street, 1405-1415 Harborside Drive) Request for a Planned Unit Development (PUD) Overlay District for a "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", and "Electric Vehicle Charging Station". Properties are legally described as M.B. Menard Survey, Lots 4, 5, 6, and the North 70 feet of Lot 7 (7-1), Block 674, in the City and County of Galveston, Texas.
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Property Owner: Christopher and Kathleen Frederickson

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A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Planning Commission" and "City Council."

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Cuidad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (3015 Market Street)
Galveston, Texas 77553-0934
Attn: Catherine Gorman, AICP, HPO

[ ] I am in favor
[ ] I am opposed
[ ] I have no comment

24P-042
December 3, 2024
January 23, 2025

COMMENTS: _____

Mary C. Jones
Signature of Property Owner

[redacted]
Address of property within notification area

MARY Coyle JONES
Printed Name

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[ ] I am in favor
[X] ~~I am opposed~~
[ ] I have no comment

24P-042
December 3, 2024
January 23, 2025

COMMENTS: _____

Robert W. Jones
Signature of Property Owner

_____
Address of property within notification area

ROBERT W. JONES
Printed Name

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[ ] I am in favor
[X] I am opposed
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24P-042
December 3, 2024
January 23, 2025

COMMENTS: _____

Robert W. Toner
Signature of Property Owner

_____
Address of property within notification area

_____
Printed Name

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24P-042
December 3, 2024
January 23, 2025

COMMENTS: _____

Robert W. Jones
Signature of Property Owner

_____
Address of property within notification area

ROBERT W. JONES
Printed Name

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City of Galveston

FINANCE DEPARTMENT

PO Box 779| Galveston, TX 77553-0779
cludanyi@galvestontx.gov |409-797-3594

To: City Manager Brian Maxwell
Deputy City Manager Dan Buckley
From: Csilla Ludanyi, Finance Director and Chief Financial Officer
Date: January 23, 2025

RE: Consider an ordinance of the City of Galveston, Texas, amending the total operating budget for fiscal year ending September 30, 2024, by adjusting various budget accounts in the amount of three million six hundred eighty-two thousand eight hundred twenty-six dollars ($3,682,826) to properly record expenditures. General Fund amendments totaling $2,401,680 related to personnel costs in Streets, Traffic, Parks & Recreation, Community Development, and Finance ($744,000), supplies and services in various departments ($702,600), Traffic capital outlay ($31,000), Hurricane Beryl disaster recovery ($28,020), and operating transfers out to Separation Pay Fund ($700,000) and Workers' Compensation Fund ($196,000). Special Revenue Fund amendments totaling $989,146 related to Project Management costs ($32,196), Capital Outlay Improvements ($92,066), Fixed Asset Studies ($158,718), Separation Pay Fund ($666,517), and various services ($39,649). The Workers' Compensation Fund is amended to provide for increased expenditures of $292,000. The amendment includes operating transfers between funds totaling $1,566,624 to facilitate the funding of the detailed expenditure adjustments; making various findings and provisions related to the subject; and providing for an effective date.

Prior Council Action: On September 19, 2023, City Council approved ordinance 23-057 adopting the FY 2024 Budget for the City. On March 21, 2024, City Council approved Amendment #1 to the FY 2024 Budget. On June 27, 2024, the City Council approved Amendment #2 to the FY 2024 Budget.

I. Background

A. The Fourth Quarter Budget Status Report for FY 2024 was provided to City Council at the December 12, 2024, Council Meeting including income statements for all budgeted funds. Estimated final expenditure amounts determined through the modified accrual basis of accounting for the period ending September 30, 2024, were provided in this report. Reasons for major expenditure to budget variances are footnoted in the report.
B. That Status Report identified the budget issues addressed in this amendment and if addressed via this ordinance align the budget's expenditures and funding as needed for compliance purposes.
C. The amount of budget modifications being requested for Council approval is as defined in Attachment A and B including:

PO Box 779| Galveston, TX 77553-0779
cludanyi@galvestontx.gov |409-797-3594

1. General Fund amendments totaling $2,401,680 related to personnel costs in Streets, Traffic, Parks & Recreation, Community Development, and Finance ($744,000), supplies and services in various departments ($702,600), Traffic capital outlay ($31,000), Hurricane Beryl disaster recovery ($28,020), and operating transfers out to Separation Pay Fund ($700,000) and Workers' Compensation Fund ($196,000).
2. Special Revenue Fund amendments totaling $989,146 related to Project Management costs ($32,196), Capital Outlay Improvements ($92,066), Fixed Asset Studies ($158,718), Separation Pay Fund ($666,517), and various services ($39,649).
3. The Workers' Compensation Fund is amended to provide for increased expenditures of $292,000.

D. Attachment C details operating transfers between funds totaling $1,566,624 to facilitate the funding of the detailed expenditure adjustments.
E. City Charter, Article VII, Section 9. determines the legal level of authority for budget amendment approval: "During the fiscal year the Council shall have the power to transfer any unencumbered balance or portion thereof from one office, department, or agency to another, at any time, and the City Manager shall have the authority, without Council approval, to transfer appropriation, balances from one expenditure account to another within a single office, department, or agency of the City. Therefore, the proposed ordinance includes Attachment A, B, and C with appropriations for each department and/or major expenditure category.

II. Issues

A. City Council has not been provided with prior amendment requests related to these expenditures.
B. Day-to-day operations are dynamic resulting in the need for Council amendments from time to time.
C. The year-end closing process provides City Council with an opportunity to re-allocate excess fund balance to appropriate purposes.
D. The year-end closing process and budget amendment process are necessary to ensure that city appropriations occur at the correct legal level of authority.
E. For further information, review the Fourth Quarter FY 2024 Budget Status Report.

III. Alternatives

A. Approve the Ordinance as presented.
B. Amend specific budget appropriations potentially leaving the City out of compliance with budget law and practice.

IV. Recommendation – Approve the amendment as proposed.

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE TOTAL OPERATING BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024, BY ADJUSTING VARIOUS BUDGET ACCOUNTS IN THE AMOUNT OF THREE MILLION SIX HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS ($3,682,826) TO PROPERLY RECORD EXPENDITURES. GENERAL FUND AMENDMENTS TOTALING $2,401,680 RELATED TO PERSONNEL COSTS IN STREETS, TRAFFIC, PARKS & RECREATION, COMMUNITY DEVELOPMENT, AND FINANCE ($744,000), SUPPLIES AND SERVICES IN VARIOUS DEPARTMENTS ($702,600), TRAFFIC CAPITAL OUTLAY ($31,000), HURRICANE BERYL DISASTER RECOVERY ($28,080), AND OPERATING TRANSFERS OUT TO SEPARATION PAY FUND ($700,000) AND WORKER'S COMPENSATION FUND ($196,000). SPECIAL REVENUE FUND AMENDMENTS TOTALING $989,146 RELATED TO PROJECT MANAGEMENT COSTS ($32,196), CAPITAL OUTLAY IMPROVEMENTS ($92,066), FIXED ASSET STUDIES ($158,718), SEPARATION PAY FUND ($666,517), AND VARIOUS SERVICES ($39,649). THE WORKERS' COMPENSATION FUND IS AMENDED TO PROVIDE FOR INCREASED EXPENDITURES OF $292,000. THE AMENDMENT INCLUDES OPERATING TRANSFERS BETWEEN FUNDS TOTALING $1,566,624 TO FACILITE THE FUNDING OF THE DETAILED EXPENDITURE ADJUSTMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2023, the Galveston City Council adopted Ordinance No. 23-057 authorizing an operating budget for Fiscal Year 2024; and

WHEREAS, pursuant to "The City Charter," the City Council has the power to transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another during the fiscal year; and

WHEREAS, since the adoption of the Fiscal Year 2024 budget, there has arisen a need to amend the Fiscal Year 2024 Operating Budget for adjustments to various budget accounts to properly record expenses; and

WHEREAS, on March 21, 2024 the Galveston City Council approved the first amendment to the expenditures in connection with the carryover of vehicles and comprehensive plan for FY2023; disbursement of civilian cost of living adjustments and pension increases, Police and Fire collective bargaining increases adjustments with no increase to overall budget and a decrease in Special Revenue balances available to spend for Police Special Revenue Fund, Police Quartermaster Fund, Alarm Permit Fund and the Fire Special Revenue Fund; and

WHEREAS, on June 27, 2024 the Galveston City Council approved the second amendment to the expenditures in connection to funding for repairs to 25th Street Lighting, Mardi Gras Expenditures, asbestos testing, Project Management and Engineering fees for Stewart Beach Pavilion, Sandhill Crane Lighting, FY2023 Carryover of Trolley style buses, refurbishing of 4th

Trolley, funding for HOT Advertising/Tourism special projects, funding for HOT Beach Patrol expenditures related to the demolition of the Pavilion, funding salary and benefits for Arts and Cultural Coordinator from HOT Arts (Cultural Events) Fund, increases in Cultural Arts and Historic Preservation contracts previously approved by City Council ; and transfer of funds from the Airport Operating Budget to the Airport Improvement fund for available grant matches;

WHEREAS the City Council finds it in the public interest to further amend the total Fiscal Year 2024 Operating Budget by adjusting various budget accounts as outlined in **Attachment A, B, and C:**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council hereby authorizes an amendment in the amount of three million six hundred eighty-two thousand eight hundred twenty-six dollars ($3,682,826) to the Operating Budget for Fiscal Year 2024 as outlined in **Attachment A, B, and C;** incorporated herein for all intents and purposes.

a. Funding for Public Works (Streets) shortfall in reimbursement for In-House Street Projects and CDBG due to Hurricane Beryl Recovery and additional expenses from Hurricane Beryl.
b. Funding for Public Works (Traffic) for Hurricane Beryl expenditures and underrun in anticipated vacancy lapse.
c. Funding for Parks Administration for additional CDBG payroll costs and Hurricane Beryl Expenditures.
d. COLA reimbursements for IDC Planning employees for FY2024 were not included in IDC FY2024 Adopted Budget.
e. Funding for Election expenditure exceeded the approved budget.
f. Funding needed to cover expenditures (Consultant, Food Services and Equipment Rental) for Hurricane Beryl recovery.
g. Funding for Litigation/Damage claims.
h. Additional funding is needed for Separation payouts.
i. Additional carryover cost from FY2023 fund balance for Vehicle Capital Outlay.
j. Increases in Project Management costs for Stewart Beach and Sandhill Crane.
k. Increase in transfer of funding from HOT Convention Center Surplus to Island Transit to cover the cost of rail trolley operations.
l. Funding to cover Operating Transfer Out of City Council Projects and Initiatives Fund to close out the Fund.
m. Transfer of funds from Capital Improvement line items to Fixed Asset Study line items in Infrastructure and Debt Service Fund.
n. Additional expenditures for Security costs in Municipal Court.
o. Funding for City Hall Building repairs reimbursed from FEMA for Hurricane Harvey.
p. Funding needed for Professional Services and Fixed Asset Study from fund balance in HOT-Beach Patrol for demolition of Pavilion.

q. Recognize funding for transfer of savings out of the Information Technology Fund and into the Technology Improvement Fund.
r. Additional funding for premium increases in Workers Compensation and related transfers from various funds to cover expenditures.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter, this Ordinance was publicly available in the Office of the City Secretary for not less than 72 hours prior to its adoption; this Ordinance may be read and published by descriptive captions only.

SECTION 6. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at a Regular Meeting held on the 23rd day of January 2025, as the same appears in the records of this office.

IN TESTIMONY, WHEREOF, I subscribe to my name hereto officially under the corporate seal of the City of Galveston this _____ day of January 2025.

_____
Secretary for the City Council
of the City of Galveston

ATTACHMENT A
Budget Amendment #3
FY2024

FY 2024 BUDGET APPROPRIATIONS
INCLUDING ADOPTED BUDGET, AMENDMENT #1, AMENDMENT #2,
AND PROPOSED AMENDMENT #3 FOR COUNCIL CONSIDERATION

Funding Source	Adopted Budget 2024	Budget Amendment #1 Civilian/CBA Pay Increases	Budget Amendment #1 Capital Carryovers from FY2022 and FY2023	Budget Amendment #2 Including Carryovers from FY2023	Budget Amendment #3 Unforeseen Expenditures	Amended Budget 2024
Police	$27,826,637	$529,597	$0	$0	$0	$28,356,234
Fire	15,543,833	696,948	0	0	0	16,240,781
Emergency Management	301,135	79,000	0	0	0	380,135
Emergency Medical Service	947,450	0	0	0	0	947,450
City Marshal	1,129,664	0	0	0	(45,000)	1,084,664
Public Works	4,993,971	141,000	0	0	1,315,000	6,449,971
Parks and Recreation	3,940,415	90,000	0	0	(260,000)	3,770,415
Developmental Services	2,117,465	0	0	0	(49,000)	2,068,465
City Secretary	662,807	0	0	0	(8,000)	654,807
Elections	70,000	0	0	0	8,000	78,000
Municipal Court	843,472	0	0	0	(26,800)	816,672
City Manager	764,395	40,855	0	0	(13,660)	791,590
City Auditor	489,277	18,300	0	0	(30,000)	477,577
Legal	1,023,098	75,000	0	0	(52,850)	1,045,248
Human Resources	668,097	11,000	0	0	(30,000)	649,097
Island Transit Local Match	975,000	0	0	0	0	975,000
Finance	2,608,147	39,000	0	0	(69,090)	2,578,057
Taxation	360,450	0	0	0	0	360,450
Facility Maintenance	1,607,952	0	0	0	0	1,607,952
Civilian COLA	686,000	(554,935)	0	0	(131,065)	0
Pension and Fringe Benefits	172,000	(5,190)	0	0	(166,810)	0
Consultants Services	1,400	0	0	0	11,100	12,500
Attorney's Fees	0	0	0	0	5,000	5,000
Equipment Rental	0	0	0	0	23,280	23,280
Food Services	0	0	0	0	4,800	4,800
Community Outreach/Public Information	348,324	0	0	0	0	348,324
Vehicle Purchases	1,000,000	0	1,076,046	0	(796,234)	1,279,812
Capital Improvements	348,172	0	0	0	(178,640)	169,532
Transfer to Separation Pay Fund	750,000	0	0	0	700,000	1,450,000
Transfer to Infrastructure Fund	6,257,485	0	0	0	0	6,257,485
Transfer to Workers' Compensation Fund	0	0	0	0	196,000	196,000
General Fund Contingency	1,366,448	(1,160,575)	0	0	(165,531)	40,342
Litigation/Damage Claims	0	0	0	0	9,500	9,500
Comprehensive Plan	0	0	250,000	0	(250,000)	0
Total General Fund	$77,803,094	$0	$1,326,046	$0	$0	$79,129,140
Special Revenue Funds:						
Rosenberg Library	$5,656,300	$0	$0	$0	$0	$5,656,300
Seawall Parking	3,557,062	0	0	0	0	3,557,062
Convention Center Surplus	13,240,969	0	0	0	0	13,240,969
City Council Projects & Initiatives Program	0	0	0	0	6,624	6,624
Infrastructure Fund	11,229,815	0	576,139	0	0	11,805,954
Separation Pay Fund	855,000	0	0	0	666,517	1,521,517
Public Access Channel Fund	1,813,496	0	0	0	0	1,813,496
Parking Management Fund	2,313,129	0	0	0	0	2,313,129
Lasker Pool Fund	708,633	0	0	0	0	708,633
Pension Reform Fund	1,016,626	0	0	0	0	1,016,626
Revenue Producing Parks	1,245,503	0	0	0	0	1,245,503
Asset Forfeiture Fund	175,689	0	0	0	0	175,689
Police Special Revenue Fund	324,129	0	(160,826)	0	0	163,303
Police Quartermaster Fund	155,839	0	(5,331)	0	0	150,508
Alarm Permit Fund	163,912	0	(5,115)	0	0	158,797
Fire Special Revenue Fund	326,703	0	(6,164)	0	0	320,539
Municipal Court Building Security Fund	33,410	0	0	0	854	34,264
Municipal Court Technology Fund	77,040	0	0	0	0	77,040
Local Truancy amd Diversion Fund	251,339	0	0	0	0	251,339
Recovery and Capital Reserve Fund	620,773	0	0	0	0	620,773
Technology Improvement Fund	7,139,531	0	0	0	0	7,139,531
STR Regulation Fund	1,390,200	0	0	0	0	1,390,200
Island Transit	4,769,824	0	0	0	0	4,769,824
Hurricane Harvey	0	0	0	0	10,442	10,442
HOT Fund Summary	39,553,191	0	0	3,437,603	38,795	43,029,589
Total	$96,618,113	$0	$398,703	$3,437,603	$723,232	$101,177,651
Debt Service Fund	$4,679,958	$0	$0	$0	$0	$4,679,958

ATTACHMENT A
Budget Amendment #3
FY2024

Funding Source	Adopted Budget 2024	Budget Amendment #1 Civilian/CBA Pay Increases	Budget Amendment #1 Capital Carryovers from FY2022 and FY2023	Budget Amendment #2 Including Carryovers from FY2023	Budget Amendment #3 Unforeseen Expenditures	Amended Budget 2024
Enterprise Funds:						
Waterworks	$28,025,349	$0	$260,020	$0	$0	$28,285,369
Sewer	21,170,028	0	281,306	0	0	21,451,334
Drainage Utility	4,164,402	0	85,116	0	0	4,249,518
Sanitation	9,300,957	0	124,940	0	0	9,425,897
Airport	1,414,254	0	59,289	200,000	0	1,673,543
Total	$64,074,990	$0	$810,671	$200,000	$0	$65,085,661
Grand Total	$243,176,155	$0	$2,535,420	$3,637,603	$723,232	$250,072,410

Funding Source	Adopted Budget 2024	Budget Amendment #1 Civilian/CBA Pay Increases	Budget Amendment #1 Capital Carryovers from FY2022 and FY2023	Budget Amendment #2 Including Carryovers from FY2023	Budget Amendment #3 Unforeseen Expenditures	Amended Budget 2024
Central Services	$6,266,238	$0	$63,690	$0	$0	$6,329,928
Central Garage	7,034,886	0	269,373	0	0	7,304,259
Casualty & Liability Insurance	2,647,952	0	0	0	0	2,647,952
Workers' Compensation Insurance	518,218	0	0	0	292,000	810,218
Health and Life Insurance	15,445,500	0	0	0	0	15,445,500
Capital Projects	0	0	0	0	0	0
Total	$31,912,795	$0	$333,063	$0	$292,000	$32,537,857
Total with Internal Service Funds	$275,088,950	$0	$2,868,483	$3,637,603	$1,015,232	$282,610,267

ATTACHMENT B
Budget Amendment #3
FY2024

FY24 Budget Compliance	
OPERATING BUDGET SUMMARY	
FROM:	
GENERAL FUND	
General Government	
Capital Outlay	$796,234
Capital Improvements	$178,640
Civilian Comp Study Adjustments	$131,065
Pension and Fringe Benefits	$166,810
General Fund Contingency	$165,531
Other Contracts	$250,000
City Marshal	
Personnel Services	$28,000
Contractual Services	$17,000
Parks and Parkways	
Personnel Services	$210,000
Expense Reimbursement	$120,000
Community Development - Building Inspection	
Personnel Services	$68,000
City Secretary	
Contractual Services	$8,000
Muncipal Court	
Personnel Services	$26,800
City Attorney	
Personnel Services	$26,000
Contractual Services	$26,850
City Auditor	
Personnel Services	$30,000
Finance - Administation	
Personnel Services	$28,000
Contractual Services	$45,000
Finance - Accounting	
Suspended Budget Expenditures	$36,090
Human Resources	
Contractual Services	$30,000
City Manager	
Personnel Services	$13,660
Operating Budget Subtotal	**$2,401,680**

FY24 Budget Compliance	
OPERATING BUDGET SUMMARY	
TO:	
GENERAL FUND	
Public Works - Streets	
Personnel Services	$510,000
Other Services	$440,000
Public Works - Traffic	
Personnel Services	$105,000
Materials and Supplies	$229,000
Capital Outlay	$31,000
Parks and Recreation - Administration	
Personnel Services	$70,000
Community Development - Planning	
Personnel Services	$19,000
City Secretary - Elections	
Contractual Services	$8,000
Finance - Budget	
Personnel Services	$40,000
General Government	
Consultant Services (Appraisal and Disaster Consultant)	$11,100
Attorney's Fees	$5,000
Food Services (Disaster Recovery)	$4,800
Equipment Rental (Towel Service for Emergency Shower Trailers)	$23,280
Litigation/Damage Claims	$9,500
Operating Transfer Out (Separation Pay)	$700,000
Operating Transfer Out (Workers' Compensation)	$196,000
Operating Budget Subtotal	**$2,401,680**

ATTACHMENT B
Budget Amendment #3
FY2024

FY24 Budget Compliance	
SPECIAL REVENUE FUNDS	
Convention Center Surplus Fund	
Reserve Surplus	$107,196
City Council Projects and Initiatives Fund	
Fund Balance	$6,624
Separation Pay	
Fund Balance	$666,517
Infrastructure and Debt Service Fund	
Capital Outlay - Improvements	$95,778
Municipal Court Building Security	
Fund Balance	$854
Hurricane Harvey	
Fund Balance	$10,442
HOT - Beach Patrol	
Fund Balance	$38,795
Engineering Services	$62,940
Special Revenue Transfer Subtotal	**$989,146**
INTERNAL SERVICE FUNDS	
Workers' Compensation Fund	
Fund Balance	$292,000
Internal Service Fund Transfer Subtotal	**$292,000**
GRAND TOTAL EXPENDITURES	**$3,682,826**

FY24 Budget Compliance	
SPECIAL REVENUE FUNDS	
Convention Center Surplus Fund	
Project Management Costs (Stewart Beach/Sandhill Crane)	$32,196
Island Transfer - Rail Trolley	
Capital Outlay Improvements	$75,000
City Council Projects and Initiatives Fund	
Capital Outlay Improvements	$6,624
Infrastructure and Debt Service Fund	
Fixed Asset Study	$95,778
Separation Pay	
Separation Vacation	$107,862
Separation Sick	$243,101
Separation Compensatory	$26,403
Social Security	$55,786
Medicare	$17,870
City Employee Retirement	$34,939
Fire Retirement	$67,185
Police Retirement	$113,371
Municipal Court Building Security	
Contractual Services	$854
Hurricane Harvey	
Capital Outlay - Improvements	$10,442
HOT - Beach Patrol	
Professional Services	$38,795
Fixed Asset Study	$62,940
Special Revenue Transfer Subtotal	**$989,146**
INTERNAL SERVICE FUNDS	
Workers' Compensation Fund	
Insurance Policies	$292,000
Internal Service Fund Transfer Subtotal	**$292,000**
GRAND TOTAL EXPENDITURES	**$3,682,826**

ATTACHMENT C
Budget Amendment #3
FY2024

OPERATING TRANSFER DETAIL

OPERATING TRANSFERS	
Separation Pay	
Operating Transfer In	$710,000
Island Transit	
Operating Transfer In	$75,000
Technology Improvement Fund	
Operating Transfer In	$500,000
Parking Mangement Fund	
Operating Transfer In	$6,624
Worker's Compensation Fund	
Operating Transfer In	$275,000
Operating Transfers Total	**$1,566,624**

OPERATING TRANSFERS	
General Government	
Operating Transfer Out (Separation Pay)	$700,000
Operating Transfer Out (Workers' Compensation)	$196,000
Convention Center Surplus Fund	
Hot Tax Transfer Out (Island Transit)	$75,000
City Council Projects and Initiatives Fund	
Operating Transfer Out (Parking Management)	$6,624
Waterworks Fund	
Operating Transfer Out (Separation Pay)	$10,000
Operating Transfer Out (Workers' Compensation)	$12,000
Sanitary Sewer Fund	
Operating Transfer Out (Workers' Compensation)	$25,000
Sanitation Fund	
Operating Transfer Out (Workers' Compensation)	$26,000
Drainage Fund	
Operating Transfer Out (Workers' Compensation)	$7,000
Information Technology	
Operating Transfer Out (Improvement Fund)	$500,000
Operating Transfer Out (Workers' Compensation)	$4,000
Garage Fund	
Operating Transfer Out (Workers' Compensation)	$5,000
Operating Transfers Total	**$1,566,624**

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date: January 23, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Spanish Grant Bayside Subdivision **Project:** N/A

Request: Consider adopting Ordinance 25-__ amending the code of the City of Galveston 1982, as amended, Chapter 34, "Traffic", Article III, "Vehicle Operation", Section 34-59, "Decrease of State Law Maximum Speed", "Speed Limit 20 Miles per Hour", by adding the "Spanish Grant Bayside Subdivision"; Making various findings and provisions related to the subject and providing for an effective date ; Authorizing the City Secretary to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action

There has been no prior City Council action taken on this item.

Background

A. Staff has received a letter from the Spanish Grant Civic Association (SGCA) Board of Director, requesting that the speed limit along Camino Real within the Spanish Grant Bayside Subdivision be set to twenty (20) Miles Per Hour (MPH) which is below the maximum speed limit prescribed by state law for residential streets.
B. Staff has visited the neighborhood and found that the eastern portion of the subdivision does not have any speed limit signs installed, therefore indicating that the speed limit along these streets is established by Section 545.352 of the Texas Transportation Code.
C. Staff also visited the neighborhood and found that the western portion of this subdivision already has 20 MPH speed limits signs along its roadways including Spanish Main Blvd., Santiago Cir., Toledo Rd., Madrid, Camino Famoso, Barcelona, El Capitan, Uno, Dos, Tres, Conquistador, Concho, Granada, and Galleon, however these streets are not specifically identified in the City Ordinance as having a reduced speed liming been authorized.
D. The letter from the SGCA Board of Directors indicates that the speed limit on the streets listed above in bullet "C" have been designated as 20 MPH.
E. Staff has reviewed Section 34.59 of the City Code and does not find any reference to any of

the streets located within the Spanish Grant Bayside Subdivision are included in the list of streets within the city designated to have a 20 MPH speed limit.

F. Staff finds that all the streets within the Spanish Grant Bayside Subdivision should be designated as having a 20 MPH speed limit and that this designation would align with the desires of the SGCA's Board of Directors.

Fiscal Impact Report

Costs for modifying signage and striping in the field will be covered by the Operation & Maintenance Budget of the Traffic Division.

TRAFFIC M&O BUDGET - FY2025		
Line Item	**Detail**	**FY2025 Budget**
522017	Sign Materials	$ 105,000.00
522065	Paint & Lumber	$ 80,000.00
		$ 185,000.00

Alternatives

1. Approve Ordinance 25-__ designating the maximum speed limit within the entirety of the Spanish Grant Bayside Subdivision to be 20 Miles Per Hour (MPH) as presented.
2. Do not approve this Ordinance and keep existing traffic conditions along the corridor.

Staff Recommendation

Approve the Ordinance designating the maximum speed limit within the entirety of the Spanish Grant Bayside Subdivision to be 20 Miles Per Hour (MPH).

Respectfully Submitted,

Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Ordinance 25-__

01.05.2025 - SGCA Board Letter

ORDINANCE NO. 25 - ___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED, CHAPTER 34, "TRAFFIC", ARTICLE III, "VEHICLE OPERATION", SECTION 34-59, "DECREASE OF STATE LAW MAXIMUM SPEED", "SPEED LIMIT 20 MILES PER HOUR", BY ADDING THE "SPANISH GRANT BAYSIDE SUBDIVISION"; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Spanish Grant Bayside Subdivision is situated within the city limits of the City of Galveston. Staff has received a request from the Spanish Grant Civic Association (SGCA) Board of Directors, requesting that the speed limit along Camino Real within the Spanish Grant Bayside Subdivision, be set to twenty (20) Miles Per Hour (MPH); and,

WHEREAS, the twenty (20) Miles Per Hour (MPH) is below the maximum speed limit prescribed by state law for residential streets; and,

WHEREAS, Staff visited the neighborhood and found that the western portion of the subdivision already has 20 MPH speed limit signs along its roadways. However, the streets, including Spanish Main Blvd., Santiago Cir., Toledo Rd., Madrid, Camino Famoso, Barcelona, El Capitan, Uno, Dos, Tres, Conquistador, Concho, Granada, and Galleon, are not specifically identified in the City Ordinance as having an authorized reduced speed limit; and,

WHEREAS, Staff observed that the eastern portion of the subdivision does not have any speed limit signs installed; therefore, indicating that the speed limit along these streets is established by Section 545.352 of the Texas Transportation Code. The 'default' speed limit per Section 545.352 of the Texas Transportation Code for these roadways would be thirty (30) miles per hour; and,

WHEREAS, the Board of Directors of the Spanish Grant Bayside Subdivision, (SGCA), have requested the speed limit reduction based on safety concerns about speeding in a residential neighborhood; and,

WHEREAS, as set out in the Staff Report attached hereto as Exhibit A and incorporated for all purposes, Staff recommends approval of the request to reduce the speed limit in the Spanish Grant Bayside Subdivision from 30 MPH to 20 MPH. The designation would align with the desires of the SGCA's Board of Directors, and with that of all the streets within the Spanish Grant Bayside Subdivision; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to reduce the speed limit on the streets in the Spanish Grant Bayside Subdivision area to 20 miles per hour, as provided in Section 2, below.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON:

SECTION 1. The findings and recitations set fort in the preamble to this Ordinance are found to be true and correct and they are adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Chapter 34., "Traffic" "Decrease of state law maximum speed", of The Code of the City of Galveston 1982, as amended, Section 34-59, is hereby amended to read and provide as follows:

Sec. 34-59. Decrease of state law maximum speed.

It is hereby determined upon the basis of an engineering and traffic investigation that the speed permitted by state law outside of business and residence districts as applicable upon the following streets, is greater than is reasonable or safe under the conditions found to exist upon such streets, and the maximum speed shall be as set forth below:

(a) Speed limit 20 miles per hour:

***

(11) Neumann Drive.

(12) ~~Reserved~~. All streets within the Spanish Grant Bayside Subdivision.

(13) Reserved.

***

SECTION 3. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount as authorized by State law.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. All Ordinances of general and permanent nature, and amendments to such Ordinances, hereinafter adopted by the City Council, shall be drafted, so far as possible, as specific amendments of, or additions to, this Code. Amendments to this Code are intended for publication to the Galveston City Code. The Codifier is authorized pursuant to the Galveston City Code to make non-substantive changes to the Ordinance prior to publishing.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

Spanish Grant Civic Association, Sec. 1&2 Inc.

January 05, 2025

To: Mr. Robert Winiecke, City of Galveston Public Works Director

From: Spanish Grant Civic Association Board of Directors

Dear Mr. Winiecke,

As the Spanish Grant Civic Association Board of Directors, we are requesting that a 20 mile per hour speed limit sign be placed on Camino Real. Our neighborhood is a quiet one with many walkers, small children, retirees and golf cart riders. This street is long which, unfortunately, leads to increasing speed as one travels down it, and we have had complaints of delivery drivers and tourists speeding on it.

Also, I believe it is worth noting that the other entrance to our subdivision, Spanish Main Boulevard, has already been designated as a 20 mile per hour zone and has a sign erected, therefore, if we can get Camino Real designated accordingly both our main entrances will be the same.

Another important note that has just been brought to my attention is that there was a 20 mile per hour Speed Limit Sign on Camino Real previously, however, it was lost to past weather events. I realize this contrasts with your findings about Section 34-59 of the state law, but this information coupled with there already being a sign present on Spanish Main Boulevard causes me to wonder if there has been a mistake made in the City's Municipal Code.

Thank you in advance for your efforts to help us accomplish this endeavor and keep our citizens safe!

Sincerely,
The SGCA Board of Directors:
Dana Hansen, President
Sandra White, Secretary
Misty Greene, Treasurer
Pat McAllister, Director at Large

ORDINANCE NO. 25- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, GALVESTON 1982, AS AMENDED, BY SUNSETTING THE "FAMILIES, CHILDREN AND YOUTH ADVISORY BOARD, AND THE PROVISIONS THEREOF, UNDER CHAPTER 26, "PARKS AND RECREATION", ARTICLE V.; AND AMEND CHAPTER 2, "ARTICLE IV. – BOARDS, COMMISSIONS AND COMMITTEES', DIVISION 2., AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff has reviewed Chapter 26, "Parks and Recreation", Article V., "Families, Children and Youth Advisory Board", Article V. of the City Code. The "Families, Children and Youth Advisory Board have not been able to maintain membership as an active board; and,

WHEREAS, on October 24, 2024, the City Council per Ordinance No. 24-066, reduced the number of members to the Board in hopes of reaching and maintaining quorum for the Board to function effectively. However, despite requests for applications, the city has not received enough applications to achieve quorum levels; and,

WHEREAS, staff recognizes the importance and benefits of improving the lives of families, children and youth within the city of Galveston; and,

WHEREAS, the Park and Recreation Board of the City acts in an advisory capacity to the city manager and to the city council in developing overall programs for parks and recreation for the city. Many of the goals and the mission of the "Families, Children and Youth Advisory Board can, and will, be consolidated into the purview of the Park and Recreation Board, and any other applicable board of the City; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 2, "Article IV. – Boards, Commissions and Committees Division 2., and Chapter 26, "Parks and Recreation", Article V., "Families, Children and Youth Advisory Board", Article V., by sunsetting the provisions thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Chapter 2, "Article IV. – Boards, Commissions and Committees Division 2. "Standing Boards, Authorities and Commissions, of "The Code of The City of Galveston 1982, as amended," is amended to read and provide as follows:

ARTICLE IV. – BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 2. "STANDING BOARDS, AUTHORITIES AND COMMISSIONS

Sec. 2-170. - City created boards and commissions.

The following entities have been created by the city council to further the public business:

(1) The airport advisory committee.

***

~~(7) Families, children and youth board.~~ Reserved.

(8) Finance and fiscal affairs committee.

SECTION 3. Chapter 26, "Parks and Recreation", Article V., "Families, Children and Youth Advisory Board", of "The Code of The City of Galveston 1982, as amended," is sunsetted in its entirety.

ARTICLE V. – ~~Families, Children and Youth Advisory Board~~. **RESERVED.**

Sec. 26-69 – ~~Creation; purpose; objectives.~~ – 26-74. Reserved.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. All Ordinances of general and permanent nature, and amendments to such Ordinances, hereinafter adopted by the City Council, shall be drafted, so far as possible, as specific amendments of, or additions to, this Code. Amendments to this Code are intended for publication to the Galveston City Code. The Codifier is authorized pursuant to the Galveston City Code to make non-substantive changes to the Ordinance prior to publishing.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall be and become effective on, from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
Of the City of Galveston

MEMORANDUM

TO: Members of Council

FROM: Donald Glywasky, City Attorney

Date: January 14, 2025

RE: Settlement with RAC Industries ratification

1) In the December 2024 executive session conducted on the RAC industries claim, our outside attorney reported that he believed a settlement could be reached within the next few days under various settlement terms. The members of City Council advised that were a settlement were to be reached as described it would receive the Council's support. I suggested that if timing were an issue the City could make payment in accord with the settlement and Council could ratify the payment.

2) The settlement was finalized as expected with payment being required by January 3, 2025. Payment to RAC in the amount of $137,500 was timely made in satisfaction of the settlement.

3) The is to advise Council of the settlement was finalized and payment issued. Council.is requested to ratify the settlement and the payment as contemplated in December executive session. I would like to note this is not the usual practice followed by staff and it was largely driven by calendar issues.

4) A copy of the executed settlement is attached.

SETTLEMENT AGREEMENT

RAC INDUSTRIES, LLC ("**RAC**") and **CITY OF GALVESTON** ("**GALVESTON**") (hereinafter collectively referred to as the "Parties," and each a "Party") agree as follows:

WHEREAS, Galveston contracted RAC to perform certain work on the 35th Street Roadway, Storm Sewer & Utility Improvements Project identified by RFP Number 20-14 and for which a Project Manual for City of Galveston was issued on or about March 10, 2020 (the "35th Street Project");

WHEREAS, Galveston also contracted RAC to perform certain work on the Church Street Drainage Improvements along Church Street from 33rd to 37th identified by RFP Number 20-17 and for which the Contract Documents and Technical Specifications were issued on or about April 15, 2020 (the "Church Street Project");

WHEREAS, there are disputes between Galveston and RAC related to both the 35th Street Project and the Church Street Project;

WHEREAS, RAC contends that it substantially completed the 35th Street Project and is owed between $125,670.89 and $122,256.89 for Progress Payment No. 26 & Final Pay App (the "35th Street Final Pay App");

WHEREAS, Galveston contends that RAC did not substantially complete the 35th Street Project, RAC is not due the amounts stated in the 35th Street Final Pay App, and Galveston has or may incur certain costs to complete and/or remediate certain work on the 35th Street Project;

WHEREAS, RAC contends that Galveston and/or agents and third-parties over which Galveston had control and responsibility delayed RAC's work on the Church Street Project and caused RAC to incur delay damages in an amount between $421,615.32 and $516,796.02;

WHEREAS, Galveston generally denies that it is responsible to RAC for delays related to the Church Street Project;

WHEREAS, the Parties mediated their disputes regarding both the 35th Street Project and the Church Street Project with mediator Timothy A. Fjeldal on November 18, 2024;

WHEREAS, the Parties wish to settle and resolve certain claims, disputes, and controversies related to both the 35th Street Project and Church Street Project on the specific terms stated and identified in this Settlement Agreement (the "Agreement");

NOW THEREFORE the Parties agree, acknowledge, represent, covenant, promise, commit, and warrant the following:

1. **Payment to RAC.** Galveston agrees to pay, or cause to be paid, to RAC the total sum of ONE HUNDRED AND THIRTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS ($137,500.00) within fourteen (14) days of RAC's execution of this Agreement. The check should be made payable to RAC Industries, LLC and delivered to counsel for RAC, addressed as follows: Brittany Cooperrider, Andrews Myers, PC, 1885 Saint James | 15th Floor, Houston, TX 77056. The settlement payment includes a payment of SIXTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS ($62,500.00) to RAC related to the 35th Street Project and SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) to RAC related to the Church Street Project.

2. **RAC Release – 35th Street Project.** Upon receipt of the settlement payment identified in Paragraph 1, RAC releases all claims for payment and delay damages on the 35th Street Project.

3. **RAC Release – Church Street Project.** Upon receipt of the settlement payment identified in Paragraph 1, RAC releases all claims for payment and delay damages on the Church Street Project.

4. **Galveston Release – 35th Street Project.** Galveston agrees that the Certificate of Substantial Completion effective date for the 35th Street Project shall be January 10, 2024. Galveston agrees to provide RAC a copy of this Certificate of Substantial Completion upon Request. Galveston agrees that the warranty period identified in the contract documents for the 35th Street Project began on January 10, 2024. Galveston releases, discharges, and waives any claim or warranty request against RAC related to the eight (8) manholes installed by RAC and the water valve which was either inadvertently covered with pavement or otherwise mislocated, as those items are described and detailed in Galveston's April 11, 2024 letter from Robert Winiecke and the Parties' subsequent correspondence related to the remaining punch list items.

5. **Galveston Release – Church Street Project.** Galveston does not release RAC from any obligations or warranties on the Church Street Project that still exist. This Agreement does not renew or create any additional obligations or warranty obligations for either RAC or any of its sureties on the Church Street Project.

6. **Incorporation of Recitals.** The Parties agree that the recitals are a material part of the Agreement and incorporated as express terms and conditions.

7. **Superseding Agreement.** The Agreement represents the entire settlement between the Parties with regard to the 35th Street Project and Church Street Project as specifically stated herein.

8. **Other Documents.** The Parties agree that they shall execute any and all other and further documents, which are or become necessary to accomplish the purpose of the Agreement.

9. **Voluntary Agreement.** The Parties agree, covenant, and warrant the following:

They have each read and thoroughly understand the Agreement and all documents executed in connection herewith; and

The Parties have not relied upon any representations, warranties or covenants made by any other party in signing the Agreement and all documents executed herewith.

10. **Modifications.** The Agreement and all documents executed in connection herewith may not be modified, altered, superseded or changed in any respect except in a written instrument which is signed by each of the respective Parties.

11. **Controlling Law.** The laws of the State of Texas shall govern and control the interpretation of the Agreement, the documents executed in connection herewith, and all claims and disputes concerning same.

12. **Costs and Attorneys' Fees.** In the event a Party must sue or move to enforce the other Party's obligations under the Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees.

13. **Duplicate Originals and Facsimiles.** The Parties agree that duplicate originals, copies, or facsimile copies may be executed in lieu of the original. This Agreement can be executed in counterparts of the signature page, each of which will be considered an original and all of which when taken together will constitute one and the same instrument.

14. **Effective Date.** The Agreement is effective on the date of the latest signature(s) below.

SIGNED by each of the Parties designated below on the date indicated beside the respective signature as evidence of their acknowledgement and consent to the terms set forth above to the Agreement:

By: _____
RAC INDUSTRIES, LLC

Name: Raul A. Chapa

Title: President

Date: 12/22/2024

By: _____
CITY OF GALVESTON

Name: Brian Maxwell

Title: City Manager

Date: 12/27/24

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 24-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS CONTINUING THE INTERLOCAL AGREEMENT WITH THE GALVESTON PARK BOARD OF TRUSTEES PROVIDING FOR THE CONDUCT OF HOTEL OCCUPANCY TAX AUDITS BY THE CITY AUDITOR FOR A TOTAL OF ONE HUNDRED (100) CASES FOR AUDIT, PROVIDING FOR A COST REIMBURSEMENT OF SIX HUNDRED DOLLARS ($600.00) PER AUDIT OF SHORT TERM RENTALS, ONE THOUSAND DOLLARS ($1,000.00) PER AUDIT OF HOTELS, FOR A TOTAL COMPENSATION NOT TO EXCEED SIXTY THOUSAND DOLLARS ($60,000.00); PROVIDING FOR COMPLETION BY SEPTEMBER 30, 2025; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Park Board receives Hotel Occupancy Tax (HOT) Funds dedicated to promote tourism, provide lifeguarding services and to clean and maintain public beaches as described in Texas Tax Code Chapter 351, Texas Tax Code Chapter 156 and Texas Natural Resource Code Chapter 61; and,

WHEREAS, the Park Board has endeavored to conduct audits of HOT tax payers through the use of an independent audit firm; and,

WHEREAS, the City of Galveston and the Park Board of Trustees for the City of Galveston (herein Park Board) entered into an Interlocal Agreement (originally begun in 2019), for the management of city parks, paid parking, collection of hotel occupancy tax (HOT), the management of short-term rental registry and provision of coastal management and public space maintenance services; and,

WHEREAS, the Park Board wishes to continue to utilize the City Auditor to conduct those audits and will deliver to the City Auditor a total of One Hundred (100) cases for audit of HOT tax payments by the City Auditor for a cost reimbursement of Six Hundred Dollars ($600.00) per audit of short term rentals, and One Thousand Dollars ($1,000.00) per audit of hotels, for a total compensation not to exceed Sixty Thousand Dollars ($60,000.00); and,

WHEREAS, the funds delivered to the City will be credited to the budget of the City Auditor for the benefit of that office; and,

WHEREAS, the Park Board desires to continue to utilize the City Auditor to conduct HOT audits and extend the time to September 30, 2025; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to continue the Interlocal Agreement with the Park Board for the use of the City Auditor to conduct HOT audits as described therein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas hereby continues the Interlocal Agreement, attached hereto, with the Park Board for the use of the City Auditor to conduct HOT audits and the authorizations of the City Manager, therein.

SECTION 3. This Resolution shall be and become effective from and after its adoption in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON CONCERNING THE CONDUCT OF HOTEL OCCUPANCY TAX (HOT) AUDITS BY THE CITY AUDITOR

This Agreement entered into by the City of Galveston (City) acting by and through its City Council and the Park Board of Trustees of the City of Galveston (Park Board) acting by and through its Board of Trustees.

WHEREAS, the City and Park Board are political subdivisions of the State of Texas and are authorized to enter into an agreement with each other relative to governmental functions and services by the Interlocal Cooperating Act, Texas Government Code, Chapter 791; and

WHEREAS, the Park Board receives Hotel Occupancy Tax (HOT) Funds dedicated to promote tourism, provide lifeguarding services and to clean and maintain public beaches as described in Texas Tax Code Chapter 351, Texas Tax Code Chapter 156 and Texas Natural Resource Code Chapter 61; and

WHEREAS, the Park Board desires to continue to utilize the City Auditor to conduct HOT audits and extend the time to September 30, 2025; and

WHEREAS the City and Park Board have previously contracted for the conduct of HOT audits by the City Auditor by prior Interlocal Agreement with the last entered into on December 14, 2023; and

WHEREAS, the parties City is receptive to this proposal and the parties agree to the following terms and conditions:

1) The Interlocal Cooperation Agreement and subsequent addendums previously entered into between the parties are hereby modified as set forth herein. All other portions of the previous agreements, except as are modified herein, remain in full force and effect.

2) The Park Board Finance Office shall deliver to the Office of the City Auditor One Hundred (100) randomly selected HOT cases for audit to ensure all required HOT tax has been paid by the operator of the unit being assessed HOT tax. Such cases may include hotel properties and/or Short Term Rental properties. The Park Board and City Auditor shall arrange for the timing and delivery of those audit cases.

3) The Park Board shall pay to the City a cost reimbursement of Six Hundred Dollars ($600.00) per each audit of a short-term rentals, and One Thousand Dollars ($1,000.00) per each audit of a hotel, for a total compensation not to exceed Sixty Thousand Dollars ($60,000.00). The funds shall be deposited into the City depository by the Director of Finance in the normal course of business to the credit of the City Auditors office. The City shall issue an invoice to the Park Board quarterly based on the number of audits completed.

Payment shall be made at the time of transfer of each case from the Park Board to the Auditor in accordance with payment procedures determined internally by the City Finance Director.

4) The audit plan of the City Auditor is hereby amended by City Council to accommodate for the conduct of these HOT audits by the City Auditor.

5) The City Auditor will conduct the audits using his or her training, skill and expertise in as timely a manner as each audit allows. Due to the varied circumstances that may be presented in each audit, there is no timeline within which the Auditor must complete the audit, but the Auditor shall conduct each audit with dispatch and complete each in a reasonable period of time.

6) At the conclusion of each audit, a report of the findings of the audit will be prepared and delivered to the Park Board for review. If the audit shows further tax is owed, the Park Board will make a reasonable effort to collect the tax. If such efforts are unsuccessful the case will be forwarded to the City Attorney Office for collection.

7) The Term of this Agreement is extended to September 30, 2025. After the initial one hundred audit reports have been completed, the City and Park Board will confer and each will determine whether the City Auditor will conduct further audits. If the parties agree to such further services by the City Auditor, they will set new terms and conditions to be reduced to writing in a new Interlocal Agreement.

8) Nothing in this agreement modifies the duty of the Park Board to conduct audits of HOT Tax as required by the Interlocal Agreement entered into in October, 2019, April, 2022, or September 15, 2022, and the Park Board may continue to hire outside audit companies to conduct HOT audits as well as those conducted by the City Auditor.

9) This Agreement represents the entire agreement between the parties as related to the conduct of HOT tax audits for the Park Board by the City Auditor. This Agreement shall not be assigned in whole or in part.

10) In no event will this Agreement continue in effect after September 30, 2025. Either party may terminate this agreement upon the issuance of a thirty-day notice.

11) Any notice required to be given shall be deemed to have been given when sent by mail, hand delivery or email address to the City Manager or the Park Board Executive Director.

This Agreement is effective upon the signing by all parties.

City of Galveston
Office of the City Manager
Brian Maxwell
832 Rosenberg
Galveston, Texas 77550
Phone: 409-763-6564

By:_____
City Manager

Date: _____

ATTEST:

By: _____
Janelle Williams, City Secretary

Approved As To Form:

_____
City Attorney's Office

Park Board of Trustees
Chief Executive Officer
Kimberly Danesi
601 23rd Street
Galveston, Texas 77550
Phone: 409-797-5000

By:_____
Chief Executive Director

Date: _____

ATTEST:

By: _____
Park Board Secretary

Approved As To Form:

_____
Legal Counsel

Park Board of Trustees

Approved

Schel Heydenburg 11/12/2024

GALVESTON PARK BOARD

Agenda Item Overview

Agenda Item: Discuss and Consider Approval of the Interlocal Agreement with the City of Galveston for the City Auditor to Perform Hotel Occupancy Tax Audits through September 30, 2025 (Bryson Frazier)

Background: The Park Board and City of Galveston have previously entered an Interlocal Agreement concerning, among other things, the collection of hotel occupancy tax (HOT), and management of short-term rental registry dated on or about October 2019. In May of 2022, the Park Board and the City entered an Addendum to the Interlocal Agreement that allows for the City Auditor's office to conduct HOT audits on behalf of the Park Board on a trial basis. That agreement expired in May 2023.

The Park Board and the City entered another Addendum in September 2022 to extend the audit program through September 2023. And finally, the Park Board and city entered a third addendum in December 2023 to extend the audit program through September 2024. City staff proposed the herein included agreement to extend the audit program through September 2025.

The program has been successful. To date, the City Auditor has completed 127 audits (118 STR audits and 9 hotels) and issued approximately $720k in assessments.

If approved, the agreement calls for the Park Board to deliver one hundred randomly selected HOT cases for audit to ensure all required HOT has been paid by the operator. The cost will be $600 per audit for STRs, and $1,000 per audit for hotels for a total amount not to exceed $60,000. The cost includes the salary and benefits of a full-time auditor dedicated to HOT audits and a portion of City Auditor and Assistant City Auditor's salary expense. The cost will be covered by the short-term rental registration fees.

The Finance and Operations Committee considered this item and recommended it for approval at their November 5, 2024 meeting.

Staff Recommendation: Staff recommends the approval of the Interlocal Agreement with the City of Galveston to allow the City Auditor to perform HOT audits. City Council will consider approval of the Interlocal Agreement at their November 2024 meeting.

Funding Source (if applicable): Fiscal Year 2025 Budget: General Fund, Department 60-5124 HOT Expenses - $65,000.

RESOLUTION NO. 25 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPOINTING A PRESIDENT TO THE GALVESTON HOUSING FINANCE CORPORATION, AND THE GALVESTON PROPERTY FINANCE AUTHORITY; DESIGNATING THE TERM OF OFFICE OF THE PRESIDENT; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston Housing Finance Corporation and the Galveston Property Finance Authority, while separate local government corporations, have the same directors. The governing documents of each corporation provides that the City Council shall appoint the President and his/her term of office; and

WHEAREAS, The Galveston Housing Finance Corporation and the Galveston Property Finance Authority has nominated Cody Wright to serve as President for both; and

WHEREAS, the City Council appoints _____ as President and that she shall serve the same annual term as the other officers of these corporations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas hereby designates as the President of the Galveston Housing Finance Corporation and the Galveston Property Finance Authority and to serve the same annual term as the other officers of these corporations.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
TREVOR FANNING
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 23rd day of January, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 23rd day of January, 2025.

_____
Secretary for the City Council

of the City of Galveston

RESOLUTION NO. 25 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, DIRECTING STAFF TO FILE ALL NECESSARY DOCUMENTS AND SUPPORTING MATERIALS IN APPLICATION FOR A FISCAL YEAR 2025 SB 224 CATALYTIC CONVERTER GRANT VIA THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY **(MVCPA)**; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS FOR THE GRANT PROGRAM; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas has not been immune from the theft of catalytic converters from automobiles and trucks which have become more prevalent in the last few years as thieves steal them from parked vehicles and sell them to unscrupulous buyers for use of the metals inside; and,

WHEREAS, catalytic converters have been stolen from parked fleet vehicles subjecting the City to financial losses, not only from the theft itself, but also with the resulting lack of availability of the vehicles as they await repair; and,

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and,

WHEREAS, the Motor Vehicle Crime Prevention Authority **(MVCPA)** has authorized the issuance of the Fiscal Year 2025 **(FY 2025) Request for Applications (RFA).** Senate Bill 224 provides that, "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state… may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft. Eligible applicants may request funds for program operation by submission of an application consistent with the information, the requirements and conditions stated in the RFA; and,

WHEREAS, on October 24, 2024, the City passed Resolution No. 24-041, directing staff to file all necessary application and supporting materials required pursuant the Motor Vehicle Crime Prevention Authority (MVCPA) grant program RFA. City Staff applied to the MVCPA grant program, but was recently requested to add additional verbiage required to meet the application terms; and,

WHEREAS, this grant program will assist the City of Galveston to combat catalytic converter theft; and,

WHEREAS, the City of Galveston agrees that in the event of loss or misuse of the grant funds, the City of Galveston agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and,

WHEREAS, the City Council authorizes and delegates the City Manager to apply for, accept, decline, modify or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents, in accordance with the grant program requirements to accept the grant; and,

WHEREAS, the City Council acknowledges that such a grant would be a reimbursable grant and subject to a 20% match; and,

WHEREAS, the City Council finds that it is in the public's interest to submit a FY 2025 SB 224 Catalytic Converter Grant application and to authorize the City manager to execute all required documents for the grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft. The grant program will assist the City of Galveston to combat catalytic converter theft.

SECTION 3. City staff shall move forward to complete the application for the FY 2025 SB 224 Catalytic Converter Grant and utilize this Resolution as proof of the Council's support for its application.

SECTION 4. The City Council acknowledges that such a grant would be a reimbursable grant and subject to a 20% match.

SECTION 5. The city of Galveston agrees that in the event of loss or misuse of the grant funds, the City of Galveston agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

SECTION 6. The City Council authorizes and delegates the City Manager to be the Authorized Official, to apply for, accept, decline, modify or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents, in accordance with the grant program requirements to accept the grant.

SECTION 7. The Chief of Police, Doug Balli, is designated as the Program Director. The Director of Finance, Csilla Ludanyi, is designated as the Financial Officer for the grant.

SECTION 8. The City staff is directed to send a certified and true copy of this Resolution to the granting authority along with all other required paperwork.

SECTION 9. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston on _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Date January 23, 2025

To: City Manager
Honorable Mayor and City Council Members

From: Douglas Balli, Galveston Police Department, Chief of Police

Request:

Consider for approval to allocate $48,000 in an encumbrance purchase order for Bay Bridge Administrators to facilitate Article 11 of the Collective Bargaining Agreement.

Prior Council Action:

Approved Collective Bargaining Agreement

Background:

The City of Galveston and the Galveston Municipal Police Association operate under the Collective Bargaining Agreement (CBA) and the current iteration is in effect until 2027. Under Article 11 of the CBA the City of Galveston deducts $24 dollars per month from participating officers to be enrolled in a supplemental insurance program through the Combined Law Enforcement Associations of Texas (CLEAT). CLEAT utilizes Bay Bridge Administrators to facilitate this supplemental insurance plan.

The Galveston Municipal Police Association has authorized Bay Bridge Administrators to facilitate this supplemental insurance program offered by CLEAT.

Fiscal Impact Report

$48,000 in an encumbrance purchase order that is reimbursed monthly from officers participating in the additional insurance program.

Alternatives:

1. Approve the encumbrance to facilitate Article 11 of the CBA.
2. Do no approve the encumbrance facilitating Article 11 of the CBA.

Staff Recommendation:

3. Approve the encumbrance facilitating Article 11 of the CBA.

Respectfully,

Douglas Balli
Chief of Police

Attachments

1. Collective Bargaining Agreement
2. Galveston Municipal Police Association authorization

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GALVESTON, TEXAS

AND

GALVESTON MUNICIPAL POLICE ASSOCIATION

EFFECTIVE

OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2027

Approved by City Council: August 24, 2023

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ARTICLE 1
Preamble

The following agreement by and between the City of Galveston, Texas, (City), and the Galveston Municipal Police Association, (Association/GMPA), is recorded in accordance with the Fire and Police Employee Relations Act of The State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the objective of serving the above purposes. Therefore, this Agreement is intended to be in all respects in the public interest.

ARTICLE 2
Definitions

A. **"Association"** means the Galveston Municipal Police Association.

B. **"Calendar days"** means each day inclusive of weekends and holidays.

C. **"Chief"** means the Chief of Police of the City of Galveston, Texas.

D. **"City"** means the City of Galveston.

E. **"City Manager"** means the City Manager of the City of Galveston, Texas.

F. **"Commission"** means the Fire and Police Civil Service Commission of the City of Galveston, Texas.

G. **"Department"** means the Police Department of the City of Galveston, Texas.

H. **"Employee"** or **"Officer"** or other term means any sworn Police Officer of the City with the exception of the Chief of Police and others excluded from the bargaining unit.

I. **"GMPA"** means the Galveston Municipal Police Association.

J. **"Grievance"** shall be defined pursuant to the Grievance Procedure in Article 7.

K. **"Member"** means either member of the Association or member of the bargaining unit.

L. **"Strike"** shall be defined pursuant to Article 6.

ARTICLE 3
Association Rights

A. Association Recognition and Scope of Unit

Pursuant to requirements of applicable statute, the City of Galveston hereby recognizes the Galveston Municipal Police Association **(GMPA)** as the sole and exclusive bargaining representative for employees required by Chapter 174, Local Government Code, to be included in the appropriate bargaining unit. No portion of this Agreement shall be applicable to, and the Galveston Municipal Police Association will not seek to represent, any employees outside the bargaining unit required by Chapter 1 74, Local Government Code. The

ARTICLE 3
Association Rights

A. Association Recognition and Scope of Unit

Pursuant to requirements of applicable statute, the City of Galveston hereby recognizes the Galveston Municipal Police Association **(GMPA)** as the sole and exclusive bargaining representative for employees required by Chapter 174, Local Government Code, to be included in the appropriate bargaining unit. No portion of this Agreement shall be applicable to, and the Galveston Municipal Police Association will not seek to represent, any employees outside the bargaining unit required by Chapter I 74, Local Government Code. The Galveston Municipal Police Association recognizes the City Manager or designated representative as the sole representative of the City of Galveston for the purposes of collective bargaining.

B. Bulletin Boards

The City shall permit under written policy the use of bulletin boards, pagers, and departmental e-mail by the Association. Prior approval, if required under the policy, shall not be arbitrarily withheld by the Police Chief.

C. Time Off for Association Business

1. The Police Chief may allow up to five (5) members of the Galveston Municipal Police Association negotiating team to attend bargaining sessions without loss of regular pay or benefits. The Police Chief and only the Police Chief, reserves the right to limit the number of employees allowed to receive this benefit and the period of time off to attend such sessions. The Police Chief shall not arbitrarily and capriciously deny such time off for the negotiating team.

2. The Police Chief may allow up to nine (9) members of the Board of Directors of the Galveston Municipal Police Association to attend regularly scheduled GMPA monthly meetings without loss of regular payor benefits. The Police Chief and only the Police Chief, reserves the right to limit the number of employees allowed to receive this benefit and the period of time off to attend such meetings. The Police Chief shall not arbitrarily or capriciously deny such time off to a member of the Board of Directors.

3. The City shall afford members the ability to donate accrued vacation or comp time to an "Association Business Leave Pool". Donations may be made by election form, signed by the officer, every six (6) months or twelve (12) months, or on a one-time basis, and may provide for future monthly deductions. Such time can be utilized by the Association President, or members, with approval by the Association President, for the purposes of fulfilling their duties to the membership. The Police Chief, and only the Police Chief, reserves the right to limit the number of employees allowed to receive this benefit and the period of time off. If the granting of such leave under this section necessitates overtime for back fill personnel, the parties may agree to cover the Association Business Leave time at 1.5 The Police Chief shall not arbitrarily and capriciously deny such time off for these

purposes. Such time used by the President or member(s) shall not be considered productive time. The total hours in the Association Leave Pool shall not exceed two thousand (2,000) total hours. capriciously deny such time off for these purposes. Such time used by the President or member(s) shall not be considered productive time. The total hours in the Association Leave Pool shall not exceed two thousand (2,000) total hours.

D. Unfair Labor Practices.

1. The City shall not engage in the following practices: Unlawfully interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement, but this section shall not impair the assertion or communication of the City's position or interpretation of its rights hereunder in an appropriate manner.

2. Unlawfully discharge or unlawfully discriminate against any employee because the employee has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of the law or this Agreement; or because the employee has formed, joined, or chosen to be represented by the exclusively recognized employee organization or its designated representative.

3. Discriminate against any employee protected under Title VII of the Civil Rights Act or the Texas Commission on Human Rights Act or because of association, or non-association, or affiliation; or discriminate in the application or interpretation of the provisions of this Agreement.

ARTICLE 4
Management Rights

The parties understand that the management and direction of the working force is vested exclusively in the City as the employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the City as employer. If this Agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

The City's right of management shall not be amended or limited by any claim the City has

condoned or tolerated by any practice or any acts of any employees; nor by any arbitration decision. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing civil service rights guaranteed by State statutes unless said rights are changed by the terms of this Agreement.

ARTICLE 5
Dues Deduction

The City agrees to deduct, on a regular basis, dues from the pay of GMPA members who voluntarily authorize such deductions in writing. GMPA members may revoke the authorization for deduction of dues at any time by filling out a form to be provided by the City.

The GMPA shall notify the City as to the amount of dues to be deducted. Changes in dues will be certified to the City at least one month in advance of the effective date of the change.

The **GMPA** shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from, any conduct taken by the City for the purpose of complying with this Article.

The City further agrees that it will not authorize payroll deduction of dues for any organization that claims to represent one or more members of the bargaining unit in employment matters unless given written approval by GMPA.

ARTICLE 6
No Strike

The Association may not participate in a strike during the term of this contract. For the purpose of this Agreement, a "strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or part by any group of employees from the full and faithful performance of the duties of employment with the public employer for the purpose of inducing, influencing, condoning or coercing a change in terms and conditions of employment or the rights, privileges or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement, the concerted participation in a sympathy strike and picketing in furtherance of the work stoppage. This Article shall not prohibit lawful informational picketing.

In the event of a strike, the President of the Association shall, within twenty-four (24) hours, publicly disavow such strike or work stoppage and request the employees to return to work in an attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the Chief of Police. The Association shall notify the Chief of Police within twenty-four (24) hours after commencement of such interruption as to the measures taken to comply with the provisions of this Article.

It is understood by the parties that activities enumerated above are contrary to the ideals of professionalism and to the police department's community responsibility and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction. For the purpose of this Article, it is agreed that the employee organization shall be responsible and liable for damages, costs, attorney fees and all expenses related to breach of and enforcement of this Article due to any sanctioned act or omission committed by its officers, agents, and members which constitute a violation of the provisions herein. In addition to all other rights and remedies available to the City in the event of a breach of the provisions, the City shall have the right to unilaterally, and without further notice, terminate this collective bargaining agreement; however, such revocation shall be subject to appeal by the Association in accordance with the arbitration procedure set forth in Article 7.

Any employee who participates in or promotes a strike, as defined in this Article, may be discharged or otherwise disciplined by the City or the department. The only question that may be raised in any proceeding, whether such proceeding is by grievance, judicial or otherwise, contesting such action is whether the provision preventing strikes, as defined in this Article, was violated by the employee to be discharged or otherwise disciplined. The burden of proof is on the employer.

ARTICLE 7
Grievance and Arbitration

A. A "grievance" is defined as a claim that an express provision of this Agreement has been violated, excluding disciplinary matters and matters subject to Civil Service jurisdiction that are not based upon a specific provision of this agreement. Only grievances involving the interpretation, application or alleged violation of a specific clause of this Agreement may be submitted to the grievance procedure.

B. Any employee or group of employees in the bargaining unit are encouraged to discuss any alleged grievance with their supervisor up to and including the Chief of Police without invoking the formal grievance procedure called for in this Article. It is, however, the employee's responsibility to file the formal grievance within ten (10) business days of the employee's knowledge of the facts that give rise to the grievance.

C. **Grievance Steps**

Step 1: A formal grievance must be initiated by an aggrieved member of the bargaining unit. The aggrieved member must provide in writing the entire grievance and all reasons for the grievance. The aggrieved member must sign and date the written grievance and enclose the applicable provisions of this Agreement that the member believes the City has violated. The aggrieved member shall present all materials to the person designated by the Association within ten (10) business days after the day the member knew or should have known the facts that gave rise to the grievance. Failure to present the grievance in the manner and within the time set forth herein shall result in the City not considering the grievance. In such case, the parties shall consider the grievance settled by the Employer's

last position.

The Association shall accept or reject the grievance within ten (10) business days of receiving said grievance from the grievant. It shall be presumed that if the Association accepts and files the grievance to Step 2 within twenty (20) business days of the date the member knew or should have known the facts that gave rise to the grievance that the time limitation for filing the grievance at the first two steps have been met. If the Association rejects the grievance, said grievance shall be considered to be resolved and no further action taken.

Step 2: If the grievance is accepted by the Association in Step 1, the Association shall submit the grievance to the Police Chief, who shall attempt to resolve the grievance to the satisfaction of all parties concerned. The Police Chief shall answer, in writing, no later than ten (10) business days of receipt of the written grievance.

Step 3: If the Association is not satisfied with the answer obtained in Step 2, the Association shall give written notice to the City Manager of intent to mediate the grievance. The Association shall provide such written notice to the City Manager no later than ten (10) business days after receiving the Police Chiefs response. Within ten (10) business days after filing the notice to mediate with the City Manager, the City Manager may settle the dispute in a manner acceptable to the Association or the parties may agree upon a mediator. If the grievance is not settled or the parties fail to select a mediator during the ten (10) business days after notice to the City Manager, either party may request the mediator to be selected through the Federal Mediation and Conciliation Service in accordance with the procedures of said agency. Any costs of said proceeding shall be borne equally by the City and the Association.

Step 4: If the grievance remains unresolved after Step 3, the Association shall decide whether to pursue the case to binding arbitration and notify the City Manager thereof, in writing, no later than ten (10) days after conclusion of Step 3. Arbitrators under this Article shall be former or retired judges, selected by the parties from a list provided by the administrative judge for the district upon a joint request by both parties.

D. Failure of the aggrieved member or the Association to comply with the time limits set forth above shall serve to declare the grievance as settled, based upon the last answer received and no further action can be taken. Failure of the City representative to respond within the lime limits shall constitute granting the grievance.

E. Notwithstanding anything in this Agreement to the contrary, the following matters are not subject to the grievance procedure of this Agreement:

1. Any grievance that is not filed in accordance with the provisions set forth above or that does not meet the definition of a grievance as set forth in Section A of this Article; or

2. Any matter that would require a change from the wages, rates of pay, hours of work, grievance procedure, working conditions and all other terms and conditions of employment as set forth in this Agreement; or

3. Any matter that is not covered by this Agreement, any management rights, unless such

rights are limited by a specific provision of this agreement; or

4. Any matter specifically covered by the City Charter of Galveston, City Ordinances of Galveston, and the statutes and constitutional provisions of the State of Texas.

F. It is understood and agreed by all parties that "business days" does not include Saturdays, Sundays or holidays recognized by the City.

G. If arbitration is chosen under Step 4 of Section C of this Article, the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issues submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have no authority to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Except in cases of alleged payroll errors, no grievance involving back pay shall be retroactive more than ten (10) days beyond the date on which the aggrieved member first presented the grievance in writing. The parties shall equally share the arbitrator's fees and expenses.

ARTICLES 8
Wages

A. The parties have agreed to utilize a pay study of the Police base wage compensation for the cities shown on the attached Exhibit A. The parties have negotiated the selection of those cities, and have derived the methodology from the pay table applicable in Year 1 from that data. The parties agree that the wages derived from this model currently represent the market. The same methodology will be used to establish wages in Year 3.

B. Base Wages, Monthly salaries by classification

1. **For Fiscal Year 2023-2024**

   Effective January 1, 2024 the parties agree to increase the base pay to the market average of the cities shown on attached Exhibit A. Should the City of League City provide an additional increase to their Police Department Personnel that is approved by the League City Council prior to January 1, 2024, the City will recalculate the market average pay to include the additional increase, not to exceed 4%, and readjust the increase of the base pay to the market average of the cities show on attached Exhibit A, effective January 1, 2024. The pay scale attached hereto as Exhibit B shall apply to all officers covered by this Agreement, as agreed by the parties.

2. **For Fiscal Year 2024-2025**

   An annual cost of living increase of 2% effective January 1, 2025.

3. **For Fiscal Year 2025-2026**

   The adjustment for year 3 shall be based upon updated data in accordance with the

market average of the cities described in Section A above. The agreed adjustment will be effective October 1, 2025. The data used shall be wages actually in effect on or before the close of business on the first Monday in August of each year. Verifiable data from survey comparators shall be sufficient to include in the survey.

4. For Fiscal Year 2026-2027

An annual cost of living increase of 2% effective October 1, 2026.

C. Definitions and Functions of Classifications

1. **Police Officers:** The classification of Police Officer shall contain the pay grades: Police Officer I (from the date so sworn for one year); Police Officer II (from 1 to 3 years); Police Officer III (over 3 years); Police Officer IV (over 5 years); Police Officer V (over 7 years); and Senior Police Officer (over 10 years).

   Any rehired employee who successfully completes probation shall receive credit for prior service with the Galveston Police Department for advancement into the pay grades in the classification of Police Officer. Grades in the classification of Police Officer shall not be supervisory in nature.

2. **Sergeants:** The classification of Police Sergeant shall contain the pay grades: Police Sergeant (0-3 years in grade) and Police Sergeant II (3-6 years in grade) and Police Sergeant III (six years or over in grade).

   Officers with broken service that were previously eligible to participate in the promotional process shall be eligible to promote after three (3) years of service upon their return.

   Promotions to the classification of Police Sergeant shall be pursuant to the State civil service law, except any employee in the classification of Police Officer who meets both of the following conditions shall be eligible to compete in any examination for Police Sergeant:

   a. The Police Officer has been a member of the bargaining unit for five (5) continuous years immediately preceding the examination; and

   b. The Police Officer has obtained an intermediate certification from TCOLE.

3. **Lieutenants:** The classification of Police Lieutenant shall contain the pay grades: Police Lieutenant (0-3 years in grade), Police Lieutenant II (3-6 years in grade) and Police Lieutenant III (six years or over in grade).

   Promotional examinations for the classification of Police Lieutenant shall be pursuant to the State civil service law.

4. **Captains:** The following amendments shall be made in the classification of

Captain:

a. The City shall exclusively determine wages, hours and all conditions of employment. However, this provision does not prevent the employee the City is appointing to the classification of Captain from negotiating an individual contract of employment with the City by mutual agreement.

b. Employees appointed to the classification of Captain shall not be covered by the terms of this Agreement. This does not include the employee's participation in the pension fund that is governed by appropriate City Charter provisions.

c. Any employee appointed pursuant to this Agreement to the classification of Captain shall have all rights as they pertain to disciplinary actions as set forth in Chapter 143, Local Government Code. However, Chapter 143, Local Government Code, shall not apply to demotions to the classification held when appointed to Captain, unless subsequent promotion to a higher permanent classification has been accomplished by the employee pursuant to this article and the promotions article. Such demotions are may not be appealed to any forum whatsoever, nor can any forum order reinstatement to any classification higher than that held at the time of appointment to Captain.

d. The City shall have the authority to establish the criteria for determining the promotional or appointment procedure for employees to the classification of Captain. Such Captain positions shall not exceed four (4).

e. Only members of the bargaining unit shall be appointed to the classification of Captain, and each appointed Captain shall have a minimum of five (5) years' service with the department immediately preceding the appointment.

f. The City shall not reduce the authorized strength of the police department to create any additional positions in the classification of Captain (i.e., for each Captain position created, the City shall add at least one officer to the authorized strength of the police department). The appointment of any Sergeant or Lieutenant to the classification of Captain shall not be the sole determining criterion for reducing the designated number of positions in those classifications.

g. Members of the bargaining unit appointed to the classification of Captain shall continue to accrue seniority in the last classified position they held immediately prior to their appointment. Nothing herein shall prohibit an appointed employee from competing and being promoted to a higher classified position pursuant to Chapter 143, Local Government Code, and this Agreement.

h. The City shall indemnify, defend and save the Association harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of agreeing to the following provisions regarding the rank of Captain.

5. **Assistant Chief:** The City may create one (1) position of Assistant Chief of Police

a. The City shall exclusively determine wages, hours and all conditions of employment. However, this provision does not prevent the employee the City is appointing to the classification of Assistant Chief from negotiating an individual contract of employment with the City by mutual agreement.

b. Employees appointed to the classification of Assistant Chief shall not be covered by the terms of this Agreement. This does not include the employee's participation in the pension fund that is governed by appropriate City Charter provisions.

c. Any employee appointed pursuant to this Agreement to the classification of Assistant Chief shall have all rights as they pertain to disciplinary actions as set forth in Chapter 143, Local Government Code. However, Chapter 143, Local Government Code, shall not apply to demotions to the classification held when appointed to Assistant Chief, unless subsequent promotion to a higher permanent classification has been accomplished by the employee pursuant to this article and the promotions article. Such demotions may not be appealed to any forum whatsoever, nor can any forum order reinstatement to any classification higher than that held at the time of appointment to Assistant Chief.

d. The City shall have the authority to establish the criteria for determining the promotional or appointment procedure for employees to the classification of Assistant Chief. Such Assistant Chief position shall not exceed one (1) position.

e. Only members of the bargaining unit shall be appointed to the classification of Assistant Chief.

f. The Assistant Chief shall meet the following standards:

(I) a minimum of ten (10) years continuous service with the Galveston Police Department immediately preceding the appointment;

(2) five (5) years of supervisory or management experience;

(3) a Master Peace Officer Proficiency Certificate from the Texas Commission on Law Enforcement; and

(4) meets the same qualifications as required by the City of Galveston for the Chief of Police.

g. The City shall not reduce the authorized strength of the police department to create any additional positions in the classification of Assistant Chief (i.e., for

the position created, the City shall add at least one officer to the authorized strength of the police department). The appointment of any Sergeant or Lieutenant to the classification of Assistant Chief shall not be the sole determining criteria for reducing the designated number of positions in those classifications.

h. Members of the bargaining unit appointed to the classification of Assistant Chief shall continue to accrue seniority in the last classified position they held immediately prior to their appointment. Nothing herein shall prohibit an appointed employee from competing and being promoted to a higher classified position pursuant to Chapter 143, Local Government Code, and this Agreement.

i. The City shall indemnify, defend and save the Association harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of agreeing to the following provisions regarding the rank of Assistant Chief.

D. Retroactive wages shall include all earned overtime at the next rate of pay.

E. The terms of this Article shall supersede any inconsistent or conflicting provisions of the Chapter 143, Local Government Code.

ARTICLE 9
Overtime

A. The City shall pay all hours actually worked in excess of eighty (80) in a fourteen day work cycle at the rate of time and one-half the employee's regular straight-time hourly rate of pay. For purposes of calculation of overtime, hours when an employee is on Administrative Leave for "Line of Duty Critical Incident" shall be considered as time worked.

B. Actual hours of work includes vacation and compensatory time in the calculation of overtime worked. It is mutually understood that officers may be allowed to work while on compensatory time leave and that any hours actually worked will be calculated as overtime if the officer meets all of the other requirements for overtime as stated in the Collective Bargaining Agreement.

C. Overtime shall be payable in cash or compensatory time off if mutually agreeable to the employee and the Police Chief or the Police Chiefs designee. The City may, in its discretion, compensate officers for accrued, compensatory time with agreement from affected officers. It is also agreed that in the event of a declared emergency due to the approach of a hurricane, tropical depression, or other severe weather event, the Chief may require officers to remain on the island for periods of time outside their normal work schedule. When the Chief enacts such a requirement, all officers who are so ordered shall receive straight time pay for all hours restricted to the island. The usual overtime rules and calculations apply as to hours actually worked. The City shall provide on-Island housing accommodations for any officer who lives off-Island and is required to remain on

the Island for more than sixteen (16) hours.

D. All hours after assigned shifts can be converted into compensatory time with an accumulative cap of 160 hours. Hours will be earned at straight time or time and one-half depending upon whether the employee has fulfilled all the necessary hours required in the work cycle pursuant to this Agreement.

E. When officers are scheduled to work special events, outside of their normally, regularly scheduled hours/shift, each officer who reports to a special event shift shall be paid a minimum of four hours. Officer's may be cancelled and not receive compensation if the officer is contacted prior to the beginning of the special event shift.

F. The City may make changes in policies or practices which are necessary to comply with Federal or State overtime law and regulations pertaining to coordinating, scheduling, approving or administering off-duty employment by officers in order to maintain and preserve separate employer status under 29 C.F.R. 553.227, unless such changes are in conflict with any specific provision of this agreement. Actions taken under this subsection are subject to the grievance procedure in this agreement.

G. These procedures preempt any conflicting provisions of Chapter 143, Local Government Code.

ARTICLE 10
Training Provisions and Education Pay

A. Training

The City will make a reasonable effort to provide, and may require, training programs for employees either during or outside duty time. The City will provide forty (40) hours in each TCOLE training cycle for on duty training time under their requirements to progress within the proficiency certifications. This may require scheduling adjustments for courses that can only be given during daytime shifts. Officers are required to effectively plan to complete their required training on time, in consultation with their supervisor.

Training includes firearm qualification that shall be conducted at least twice each fiscal year, and shall include qualification for hours of limited visibility and daytime hours. It is understood that financial and other considerations may preclude the police department from conducting training it would otherwise prefer to conduct.

B. Education Pay

1. Employees holding an Intermediate certificate from TCOLE shall receive $100 per month additional salary; or

2. Employees holding an Advanced certificate from TCOLE shall receive $167 per month additional salary; or

3. Employees holding a Masters certificate from TCOLE shall receive $208 per month additional salary; and

4. Employees holding an Associate's degree from a nationally accredited college or university shall receive $75 per month additional salary; or

5. Employees holding a Bachelor of Arts or Science degree from a nationally accredited college or university shall receive $200 per month additional salary; or

6. Employees holding an advanced degree (Master's and/or Doctorate) from a nationally accredited college or university shall receive $250 per month additional salary.

ARTICLE 11
Insurance

A. Health Insurance

1. The group medical insurance plan now in effect in the Galveston Police Department or a plan providing the same benefits provided to all city employees shall remain in effect during the term of this Agreement.

2. The GMPA shall appoint two of the seven members of the representation to the City's Health and Benefits Insurance Committee. Any request for proposals (RFP) to consider a change of plan or switch to a private carrier shall be reviewed and approved by such committee.

3. The Employee shall pay no more than $75 per month for health insurance. Should the members' $75 monthly payment as set forth in this Agreement be inadequate to cover the City's cost of providing such insurance or because of mandated health care legislation, executive order, or regulation, or cost to the City of providing the stated health care insurance, or such payment is less than that monthly amount which shall be paid by other City employees, the parties agree to reopen this Agreement in good faith negotiations with respect to such matters. In no event will Employees covered by this agreement be required to pay an amount more than any other City employee.

4. It is agreed that the dependent care premium shall be no more than the average premium required by all city employees for dependent health insurance or benefits.

B. Police Officer Benefit Plan and Trust

The City shall contribute $24 per month to a benefit plan and trust established by the Association.

ARTICLE 12
Uniform Reimbursement and Assignment Pay

A. Uniforms and Equipment/Quartermaster System

The City shall pay as an allowance for maintenance and purchase of clothing and equipment in the annual amount of $1,250 for all full time, paid police officers $750 dollars of the allowance shall be distributed in a single payment to individual employees during the first pay period of the year. The remaining $500, for the total authorized strength of the department, shall be distributed to a special revenue fund on Oct 1st of each year. The special revenue fund can only be used by the police department administration for the purchase of uniforms and equipment for all full time, paid police officers.

Unused quartermaster funds in the special revenue fund at the end of the fiscal year will be added to the next year's balance.

All approved Galveston Police uniforms, normally worn on patrol, shall be included. Items normally affixed to a duty rig shall be included. Includes: handcuffs and small flashlights.

The department shall pay $500 annually to non-uniformed employees as an allowance for non-uniform attire. The payment will be distributed in a single payment to the individual employees during the first pay period of the year.

New employees will be issued their initial gear by the department and it shall not come from the Quartermaster systems funds.

This account shall not supplant the purchase of any departmental equipment (cars, tasers, radios, computers,) that is normally purchased by the department through the general fund.

Special Purchases - Any deviation of purchases of uniforms or equipment for Specialized Units, and not specifically excluded, may be proposed by the city or the Association. Purchase may be authorized by majority vote by **GMPA** Board members.

The association shall receive a quarterly statement on quartermaster account expenses.

B. Motorcycles

Employees required by the City to purchase and maintain a motorcycle shall receive a monthly allowance of $700. However, this allowance will not be provided to employees using City owned motorcycles. Officers receiving the allowance as of the date of this agreement may not be required to utilize a City owned motorcycle.

C. Mounted

Any officer who has volunteered to purchase and maintain a horse and has passed the certified police mounted patrol course, shall be compensated at the rate of $300 per month, which includes all care time, vacation time, sick leave, compensatory time and personal leave. The City shall provide the following equipment through the Quartermaster system to

include: headstalls, breast collars, embroidered saddle bags labeled as POLICE, saddle pads, reflective leg wraps and protective mask for the horse. All other equipment will be the responsibility of the officer.

D. Canine Animal Handler Pay

Any Officer who is charged with the responsibility for and is assigned duties for the care of a dog by the Galveston Police Department, to be used in law enforcement functions, shall be compensated at the rate of $600 per month, which includes all care time, and includes vacation time, sick leave, compensatory time and personal leave. The parties agree that an accurate computation of hours of work caring for a police dog is difficult or impossible to determine and that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. The status of canine handler is a duty assignment, and remains within the control of the Chief. If a police dog is retired (taken out of service by the city) the Chief of Police shall award the police dog to the officer if the officer so desires. The City shall have no further obligation for the care, maintenance and support of the police dog.

E. Shift Differential

Night Watch. Employees in the Patrol Division assigned to Night Watch shall receive $167 per month of such assignment.

F. Field Training Officers

1. The City shall have the authority to establish the criteria for determining the appointment procedure for employees to the position of Field Training Officer, Field Training Supervisor, and Field Training Coordinator. Such appointments shall not be less than twenty (20) Field Training Officers, (4) Field Training Supervisors, and (l) Field Training Coordinator. All Field Training Officers, Field Training Supervisors, and Field Training coordinators shall have completed the necessary FTO courses as outlined by the Texas Commission on Law Enforcement (TCOLE) before being assigned to such positions.

2. Employees assigned as Field Training Officers shall receive $300 per month during such assignment. Employees assigned as Field Training Supervisors and Field Training Coordinators shall receive $15 per day when duties are performed.

3. Employees assigned as Field Training Officers may be removed from their assignment as a Field Training Officer if they are not assigned a PPO for a full phase of training in the nine (9) months prior to their removal. The Chief may remove a Field Training Officer from their assignment at any time for any reason.

G. SWAT Team

Employees assigned to the SWAT Team shall receive $75 per month during such assignment for each full calendar month worked.

H. **Dive Team**

Employees assigned to the Dive Team shall receive $75 per month during such assignment for each full calendar month worked.

I. **Crisis Negotiation Team**

Employees assigned to be Crisis Negotiators shall receive $75 per month for each full calendar month worked.

J. **Bilingual Pay**

All officers who qualify pursuant to City policy for bi-lingual pay shall receive $75 per month.

K. **SRG**

Employees assigned to the SRG Team shall receive $75 per month during such assignment for each full calendar month worked.

L. **Residency Pay**

Employee's whose primary residence is within the City limits of Galveston and who received residency pay prior to the effective dates of this Agreement will continue to receive $208.33 per month unless the address changes to be outside the City limit.

M. **Longevity Pay**

Longevity payments shall be $5.00 per month.

ARTICLE 13
Court, On-Call and Call Back Pay

A. **Court.** Any officer appearing in court while off duty shall be paid a two (2) hour minimum. It is mutually understood that court time shall be paid at overtime if all other criteria is met for overtime as stated in this Collective Bargaining Agreement.

B. **Call Back.** Call back pay shall also be paid with a two (2) hour minimum under the same criteria as Section A. Call back pay is applicable when an off-duty employee is required to report for duty outside his normal shift. Such duty will be paid at a two (2) hour minimum if at least that amount of time begins prior to the individual's regular shift.

C. **Standby.** The City shall pay one hour per day for each day that an officer is on standby. The officer is required to provide written documentation to the shift supervisor. Commencing with the first and/or subsequent day court attendance will be paid pursuant to Section A.

D. **Contact.** The City shall make a reasonable effort to avoid unnecessary contact of off-duty personnel. However, it is recognized that there are times when it may be necessary for the Department to contact an off-duty employee. Contact may be initiated by telephone, cellular phone, pager, e-mail, or other similar means. An employee who actually knows of a call or contact has a duty to respond.

When off-duty personnel are contacted, and are required to perform some action in their official capacity, that person shall be paid in accordance with Section 8. The employee must be able to justify the action performed to his immediate commander (Lieutenant) and division commander (Captain). The final decision to pay or not to pay the employee in a disputed contact situation will be made at the discretion of the Chief of Police.

An employee merely being contacted by the department does not, in and of itself, constitute call back as described in Section 8.

E. **On Call Pay.** City policy allows employees to be given on-call pay as an incentive for being able to answer frequent emergency service requests. The City shall pay one hour per day for each day that an officer is on call "On Call duty assignment specifically refers to those employees assigned to the Criminal Investigation and Crime Scene Divisions.

ARTICLE 14
Employee Substitutions

A. Members of the bargaining unit who are injured or sick and deplete their sick leave, vacation leave, holiday leave, overtime and compensatory time may request that another member of the bargaining unit be allowed to substitute for the injured or sick member, without added compensation or cost to the City. When officers substitute for another officer under these circumstances, such officers shall not accrue overtime or additional compensation for the regular shift of the injured or sick officer. The injured or sick officer shall receive full salary and benefits during any such periods that other officers are substituting for the injured or sick officer. The Police Chief's prior approval for employee substitutions must be obtained before this Article is effective. The City shall not incur any additional costs whatsoever, as a result of allowing employee substitutions.

B. The City shall permit "Swap Time," in accordance with the Fair Labor Standards Act and applicable regulations. Payment instead of working is not allowed. The Shift Commander shall approve swap time. The officer scheduled to work will be marked present in the time book with a notation of the officer actually working. The line-up shall reflect the officer working that day with a notation of the officer who is scheduled to work. It will be the responsibility of the officers to have the day paid back. Refusal or termination of an employee will result in the officer losing the day owed.

ARTICLE 15
Legal Defense Service

The City agrees to comply with Chapter 180, Local Government Code.

ARTICLE 16
Sick Leave

A. Sick leave is a privilege that is to be used for the sole purpose of providing wage continuation when an employee or immediate family member under their care is incapacitated due to a bona fide illness, medical treatment, and for exposure to contagious disease when the employee's presence and duties may jeopardize the health of others.

Additionally, with prior approval from an immediate supervisor, sick leave may be used to attend to non-emergency medical or dental treatment for the employee or an immediate family member.

B. As a condition to receiving paid sick leave, the employee must notify the employee's immediate supervisor, at least one (1) hour prior to the beginning of the employee's shift of the employee's use of sick time, location and plans for medical attention.

C. Employees may not use sick leave for any purpose other than that stated in Section A. For example, an employee may not use sick leave in conjunction with any other vacation or leave of absence.

D. Supervisors may require an employee to present an approved doctor's statement. The City reserves the right to require other verification to ascertain whether a bona fide illness exists if the employee is on sick leave more than three (3) consecutive days, or if the City reasonably suspects the employee of sick leave abuse. The Department may request employees to advise the Department of the employee's whereabouts during use of sick leave. The Chief shall provide by policy for the enforcement of sick leave by supervisors, in order to foster consistency of application and practice within the Department.

E. Any unapproved use of sick leave may lead to disciplinary action up to and including discharge.

F. The City may, in its discretion, compensate officers for accrued, paid sick leave with agreement from affected officers.

G. The City agrees to revise its existing sick leave policy to permit officers to designate a specific employee, or to designate generically to the pool. Leave not utilized by the employee designated by the officer, remains in the pool and may be allocated to other employees under the applicable City policy.

ARTICLE 17
Leaves of Absence

A. Funeral Leave

In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be granted up to three (3) calendar days special leave of absence with pay. The phrase "immediate family" shall include only: father, mother, sister, brother, spouse, child, grandparent and grandchild of either the employee or the employee's spouse. In the event the employee is on vacation or sick leave at the time of death, no special leave with pay shall be granted. All leaves under this clause shall be approved by the Chief or the Chiefs designated representative.

B. General Leave

The City will consider written requests for leave of absences including education leave, and maintain a fair policy in relation thereto. If granted, no benefits shall accrue or shall be payable during an unpaid leave of absence. The City has discretion to approve any and all requests for leave of absence.

C. Military Leave

1. Any member in the classified service shall be granted a military leave with pay, if the employee is a member of the National Guard, other official militia of Texas, or any reserve component of the Armed Forces of the United States of America to meet required and authorized commitments.

2. A military leave of absence shall be granted to such member for a period not to exceed fifteen (15) working days in any one calendar year without loss of pay or related benefits.

3. Any unused military leave with pay shall not be accumulated.

4. A military leave day with pay shall be calculated on the basis of full pay for a work day (whatever the employee's full work day may be) including longevity pay.

5. Time allowed off for military leave with pay will not be considered as time worked in computing overtime pay.

6. In computing continuous service, time off as a result of military leave of absence shall be considered as periods of actual service, and shall not affect computation of related fringe benefits (e.g. vacation time or longevity pay.)

7. To qualify for military leave of absence with pay, as set forth in this policy, the police officer must comply with the following procedures:

   a. The employee must request military leave through the Division

Commander to which the officer reports. This will be done through the chain of command.

b. The employee shall submit the request for military leave at least two (2) weeks prior to military authority;

c. The employee shall attach a copy of the member's order to duty, signed by the proper military authority;

d. The employee shall present such request in memorandum form and include the period of time requested, branch of service, location of military assignment, date of return to duty by the police officer, in addition to name, badge number, employee number and present job class, rank or position.

e. The division Commander in charge of the Command to which the employee is assigned will review the request to determine whether or not the request is in the proper format.

8. A member in the classified service may be granted additional time for military leave if required by military order signed by proper military authority. Any additional pay shall be allocated to the member's vacation or compensatory times. Any additional leave days for which the employee has no vacation or overtime credit due, shall be without pay.

D. Family Medical Leave

1. Any use of Family Medical Leave requires prior approval and compliance with the City's FMLA procedures in effect at the time such leave is requested.

2. Employees desiring to use approved Family Medical Leave shall be allowed to use sick leave, annual leave, and compensatory time.

E. Modified Duty Assignment for Off-Duty Injuries

In the event an employee is unable to perform the essential functions of his or her position because of an off the job injury, the City may allow an employee to return to work in a modified duty status if an appropriate assignment is available as authorized by the Chief, and approved by the City Human Resources Director as set forth specifically below. The number of such modified duty assignments shall be the decision of the Chief based on business necessity and availability in the Department but shall not exceed three (3). Each assignment shall be limited to a period of sixty (60) days. Such modified duty assignments also require the approval of the City Human Resources Director, and a doctor's authorization that the employee cannot perform the essential functions of his/her position due to an off-duty injury, and listing any limitations and/or restrictions that are appropriate for a modified duty assignment. The doctor authorization must also state that the limitations and/or restrictions will not exceed 60 days, in order for the employee to qualify for a modified duty assignment. All doctor authorizations must be provided to the City Human Resources Director, not the Chief or the Department, in order to maintain confidentiality. The City is under no obligation to create a modified duty assignment for off-duty injuries and employee participation in modified duty is strictly voluntary. This section is not applicable if the individual is injured while on duty.

ARTICLE 18
Vacations

A. Employees may only schedule their allotted annual vacation entitlement and holidays during yearly scheduling in the employee's unit of assignment. Any other vacation time held by the employee may be scheduled, with the approval of the employee's unit commander, after all other employees have scheduled their vacations, according to seniority.

B. In instances when an officer transfers from one element of assignment to another, their scheduled vacation transfers with them. No officer, regardless of seniority, who is a part of the assignment of which the transferred officer arrives, shall lose their scheduled vacation as a result of the transferred officer's vacation begin scheduled on the same dates. However, the Chief reserves the right to cancel vacation of any officer when necessary to unit's work load. Should any officer's vacation need to be cancelled, the transferred officer's vacation time will be cancelled first, and the remainder according to seniority, if necessary.

C. Lieutenants' vacations will be determined by the Chief of Police, but when restricted to one at a time, consideration should be given to seniority preference.

D. Sergeants and Police Officers - Seniority will govern in the taking of vacations down to the lowest element of assignment feasible, including but not limited to:

1. Administrative Services Division
2. Detective Division
3. Juvenile Division
4. Identification Division
5. Vice and Narcotics
6. Crime Prevention/Community Relations
7. Day Watch
8. Evening Watch
9. Night Watch
10. Traffic Section (Motors)

E. Vacation entitlements shall be as follows:

0 through 4 years of service = 80 hours of vacation
5 through 14 years of service = 120 hours of vacation More than 14 years of service = 160 hours of vacation

F. The City shall compute vacation in the same manner that the City computes sick leave accrual at the time of the execution of this Agreement.

G. The City may, in its discretion, compensate officers for accrued, paid vacation time with agreement from the affected officer.

H. Employees shall be allowed to accrue a maximum of two years of vacation.

I. Grandfathered (frozen) vacation is time banked prior to October 1, 1998. Frozen vacation may be used or shall be paid in addition to all current vacation at termination of employment.

ARTICLE 19
Holidays

A. The City shall maintain the following designated holidays for all members of the bargaining unit.

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Juneteenth
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day After or Day Before
Christmas Day (determined annually)
Martin Luther King, Jr. Day

B. The City shall maintain its current policy of adding eight (8) hours per designated holiday to the employees' vacation.

C. Should the City provide an additional holiday to any group of employees, the bargaining unit employees shall receive such holiday.

D. The City may, in its discretion, compensate officers for accrued, paid holiday leave with agreement from affected officers.

ARTICLE 20
Entry Level Hiring

Section 1. **Hiring Requirements for Entry Level Officers**

The City shall hire and select new employees by using selection methods and criteria developed by the City Manager or designee. Such methods and criteria may include: written tests, psychological evaluations, attitude inventory, education, training, experiences, oral interview, physical performance, background, reputation, and equal employment action plans of the City. The City shall create a list of applicants and select new employees from anywhere on such list. Entry level officers shall serve a twelve-month probationary period starting on the date they are sworn in as Galveston Police Officers.

Section 2. **Hiring Requirements for Lateral Entry Officers (LEOs)**

It is further understood that the City may hire experienced law enforcement personnel ("Lateral Entry Officers" or "LEOs") who have a current peace officer license and the appropriate certification from TCOLE (see chart below) at a pay rate no greater than Police Officer V.

All lateral law enforcement officers hired under the modified hiring process shall be required to pass the identical steps in the hiring process including passing a civil service examination. The civil service examination can be given for 1 or more lateral entry officers. There will be no eligibility list for lateral entry officers or posting requirements.

A Lateral Entry Officer is required to have at least 2 years of active service in a patrol function for one or more municipal, county, or state law enforcement agencies that employ a minimum of 30 sworn police officers and handles a full array of urban police work (i.e., respond to all types of calls for law enforcement services). The agency size requirement may be waived at the sole discretion of the Chief.

Prior years of service cannot be credited for detention officers who also have a peace officer license. Prior years of service only applies to pay steps and not to other seniority purposes. The Chief shall have the authority to determine if the prior law enforcement experience of a candidate meets the same experience as a similarly situated GPO officer.

Lateral Entry Officers shall serve a twelve-month probationary period starting on the date they are sworn in as Galveston Police Officers.

Out of state experienced law enforcement officers are eligible for hire as a Lateral Entry officer as follows:

1. Out-of-state experienced law enforcement officers who receive a TCOLE license may be hired as Galveston Police Officers. The Chief shall establish the training requirements for a Modified Training Academy for such hires, which the out-of-state hiree must successfully complete. The Chief may determine that an applicant for an LEO class should complete additional training, as required by the Chief. Out-of-state experienced law enforcement officers shall serve a twelve-month probationary period starting on the date they are sworn in as Galveston Police Officers

2. Out-of-state experienced law enforcement officers who are not eligible for a TCOLE license upon application, but have at least two years' experience when including their academy time, may be hired as a cadet without having taken the Galveston Police Officer entry exam, but will be required to pass a lateral exam and complete academy training. They will be paid cadet pay while attending the academy. They will be on probationary status while a cadet. On successful completion of the academy and passage of the TCOLE license exam, they will be sworn in as Galveston Police Officers and serve on probationary status for a period of twelve months from the date of their swearing in. [1]

Any officers so hired shall be frozen at the entry pay grade until their actual time in the current tenure with the City of Galveston equals the next pay grade.

The Chief shall establish the training requirements for a Modified Training Academy for LEOs. All applicants hired through the Modified Hiring Process must successfully complete the Modified Training Academy. The Chief may determine that an applicant for an LEO class should complete additional training, as required by the Chief.

Lateral Entry Officers shall be required to be assigned immediately to the Operations Bureau for at least 12 months after employment. If a Lateral Entry Officer meets the requirements for a position in another Bureau and no other officers show interest in the position or meet the qualifications for the position, the assignment may be filled by the Lateral Entry Officer at the discretion of the Chief of Police.

Eligible Lateral Entry Officers shall be placed in the appropriate pay step based on their completed years of law enforcement service, certification and requisite experience. The Chief may adjust the prior years of law enforcement by a candidate and place the lateral officer in a lower pay step.

Experience Level	Minimum Certificate Level	Pay Grade Assignment
2 years	Basic	POII
3+ years	Basic	POIII
5 years	Intermediate	POIV
7+ years	Intermediate	POV

Section 3. **Credit for Prior Law Enforcement Experience for Current GPD Officers**

Galveston Police Officers with prior law enforcement experience, including prior service with GPD, that are eligible for a pay step increase under the same criteria as for Lateral Entry Officers

[1] June 29, 2022 Amendment.

above, shall submit a written request within 30 calendar days of execution of this amended article to the Chief to be moved to the pay step that corresponds to their total law enforcement experience at GPD and their prior agency or agencies. The Chief shall verify eligibility within 30 calendar days of each submission and adjust the pay rate accordingly. There will be no retroactive pay if an officer is moved to a higher pay step.

Section 4. Preemption

These selection procedures constitute the sole source of limitation upon the City in hiring Police Cadets and Lateral Entry Officers and supersedes, supplants, and overrides any provisions of Chapter 143 of the Texas Local Government Code, or any other applicable law, rule or regulation.

ARTICLE 21
Job Classifications, Reassignments and Transfers

A. The City has the right to determine whether a vacancy exists and whether the City will fill or eliminate the vacancy.

B. The Police Chief shall make all duty assignments.

C. The City reserves the exclusive right to determine procedures, timing and standards for all employee transfers and reassignments; provided, however, employees shall normally receive fifteen (15) calendar days advance notice of transfer or reassignment, including scheduled days off. The Police Chief will make an effort to avoid the involuntary transfer of an officer to another shift more than once every six months.

D. Temporary involuntary staffing adjustments or changes of up to four (4) hours of duty on the officer's regularly scheduled work day shall be preceded by seven (7) days notice. Temporary involuntary staffing adjustments or changes with less than seven (7) days advanced notice shall be paid at overtime, as to modified duty hours only.

E. The Chief of Police shall give consideration to seniority and qualifications while exercising the Chiefs judgment in assigning employees to special details and job assignments.

ARTICLE 22
Promotions

Except for promotions to the rank of Captain, the City shall make promotions in accordance with applicable provisions of state statutes unless otherwise provided for in this Agreement; provided, however, the parties may mutually agree to deviate from such statutes as they deem appropriate. Physical exams shall not necessarily be required by the City as a condition for promotion.

Promotional Evaluation Process for Sergeants and Lieutenants

I. Method of scoring

A. The City shall conduct written examinations in accordance with applicable

provisions of this Collective Bargaining Agreement. Written examinations shall have a total maximum value of 100 points. Persons scoring less than 70 points on the written examination shall not be permitted to participate in the remainder of the promotional procedure.

B. The City shall add seniority points to the written examination scores of those candidates who successfully complete the written examination. "Successfully completes" us referenced in this paragraph, shall be defined as a score of 70 points before any seniority points are added. Seniority points shall be for time in grade and shall not exceed 10 points.

C. The City shall conduct Assessment Center testing, which shall be designed to assess job related skills and ubilities necessary for the successful performance of each position as determined by a job analysis. Assessment center testing shall have a total maximum value of 50 points. The results of the Assessment Center testing and scores shall NOT be subject to the appeals process.

D. The total maximum points for the written exam, seniority, and assessment center shall be 160.

II. Procedure

A. Assessors

1. Nomination. The Chief of Police and the President of the GMPA (or a GMPA representative who is not a candidate for promotion if the **GMPA** president is a candidate) shall each prepare a list of licensed departmental personnel to be considered as assessors. The lists shall not contain names of any officer who is a candidate for promotion to either sergeant or lieutenant.

   The Chief of Police shall also appoint an assessment center administrator from the Police Department (who is not a candidate for promotion) to co-ordinate and preside over the assessment center.

2. Selection. The Chief of Police and the President of the **GMPA** shall compare lists and select assessors by utilizing any mutually agreeable process. In the event of impasse the Chief of Police's decision shall be final.

3. Sergeant Assessors. At a minimum, the assessors shall be comprised of the following positions, all of whom must have a minimum of four (4) years of service with the Galveston Police Department:

   a. One Captain (or above rank)
   b. One Lieutenant
   c. Two Sergeants
   d. Two Officers
   e. Additional licensed members of any rank as required

4. Lieutenant Assessors. At a minimum, the assessors shall be comprised of the following positions, all of whom must have a minimum of four (4) years or service with the Galveston Police Department.
   a. Two Captains (or above rank)
   b. Two Lieutenants
   c. Two Sergeants
   d. One Officer

5. In selecting assessors, the Chief of Police and the President of the GMPA shall give preference to officers who have demonstrated a sensible and reasonable decision making ability, logical thinking, and professional demeanor.

6. The Chief of Police and President of the **GMPA** shall select assessors who are representative of departmental personnel with respect to race, gender, and ethnic origin.

7. Selected assessors shall participate in a training seminar on the purpose, methods, and procedures of the assessment process.

8. The Civil Service Director shall appoint a monitor to oversee the assessment process to ensure impartiality. The monitor chosen shall be a member of the Galveston Citizen Police Academy Alumni.

B. **Scheduling**

1. The Civil Service Director shall schedule candidates taking the assessment center test to appear in a random manner within their respective groupings.

2. The time frame to appeal the written test shall be five (5) business days. This will commence at 8:00 AM the day after the written examination has been given, and expiring at 5:00 PM five (5) business days later. Appeals must be filed in writing in the Civil Service Director's office.

3. The Civil Service Director shall not schedule the assessment center until after the appellants, if any, have been heard by the Civil Service Commission and a decision rendered. The assessment center shall be scheduled on or within ten (10) business days after the Civil Service Commission ruling has been handed down.

4. The schedule shall include only those officers who have passed the written exam, along with those officers who the Civil Service Commission has ruled eligible.

5. Assessment center testing will extend over a time period compatible to the number of candidates to be assessed in each classification.

6. Assessment center candidates shall report to the designated testing site no later than the time specified for each candidate. In the event a candidate fails to appear at the testing site at the designated time, the candidate shall be removed from the list of candidates being considered for promotion. In the event an emergency arises in which the candidate cannot appear at the designated time, the candidate shall immediately notify the Chief of Police. In such event, the Chief of Police, at the Chief's discretion may reschedule the candidate if the Chief deems the candidate's absence to be bona fide emergency. Rescheduling will normally be within the designated scheduling period, as specified in Subsection B above.

7. At the conclusion of the evaluation of the candidate at each station, each candidate will be instructed where to proceed.

8. As each candidate completes the assessment process the candidate will be released to return to duty.

C. **Evaluation procedure**

1. The assessment process shall consist of a minimum of three separate exercises. Additional exercises may be utilized as the Chief of Police deems necessary to properly assess all skills and abilities defined by a job analysis. A minimum of two (2) assessors shall assess each exercise.

2. Assessors shall evaluate and score each candidate at each exercise station. Assessors shall designate a rating for each candidate based on the dimensions to be assessed at each station. Assessors shall make evaluation notes, for the record, supporting the assessor's rating of each candidate.

3. The Assessment Administrator shall grade the candidate's assessment at the end of each day.

4. Each dimension that shall pertain to job skill or ability will be assigned a numerical weight or percentage based upon the relative importance of the skill or ability as reflected by the job analysis.

5. A job analysis will be conducted for each classification. The job analysis shall be accomplished through a representative survey of incumbents in each classification to determine skills and abilities required for successful performance of those duties within each classification. Examples include, but are not limited to: decision making skills, leadership, management skills, interpersonal skills, speaking and listening skills, and reading and writing skills. The Assessment Administrator shall advise candidates of the skills and abilities being evaluated in each exercise prior to the beginning of each exercise. Examples of exercises include, but are not limited to: interview, role playing, group discussion, and in-basket.

6. Assessors shall rate each candidate's performance of a dimension by using a rating scale of one to five. The scale shall be as follows:

1	--	Poor
3	--	Adequate
5	--	Excellent
2 and 4--		Fall between the extremes.

7. Additional points will be added to a passing final promotion examination score based on the chart below. Additional points will be awarded only for the highest education degree. Example: A candidate with an Associate's degree, a Bachelor's degree, and a Master's degree will receive additional points for the Master's degree only. For all purposes in this Agreement, college hour credits and degrees must be from an accredited college or universities maintained by the U.S. Department of Education.

Points of Sergeant Examination	**Points on Lieutenant Examination**
One point for each year of service in rank immediately below sergeant = up to 10	One point for each year of service in rank immediately below lieutenant = up to I0
60 semester (or equivalent) college hours/Associate's Degree= 1	
Bachelor's Degree= 2	Bachelor's Degree = 2
Master's Degree= 3	Master's Degree= 3
Total Maximum Points Allowed = 13	Total Maximum Points Allowed = 13

8. Assessment Administrator shall determine the total points, which shall be a maximum possible total of 50 points, for each candidate as follows:

   (l) Add the score of each assessor's grade;

   (2) Divide Number 1 by the number of assessors assessing that particular skill;

   (3) Multiply the result of Number 2 by the assigned weight value of each dimension.

   (4) Total the result of all dimensions.

   (5) Divide the result of Number 4 by ten (10). This result shall be the candidate's final score for the assessment center testing.

9. A candidate may review the candidate's records pertaining to the assessment center testing if the candidate submits a written request to the Civil Service

Director no later than the fifth business day after completion of the assessment process for all candidates.

10. The assessment process is considered complete on the date the Civil Service Director posts candidates' final standing. Said list shall be posted no later than close of business on the next business day after the last candidate has appeared before the assessment portion of this process.

11. The eligibility list shall be in effect for twelve (12) months after the posting of the candidates' final standing.

III. **Purpose and preemption of civil service provisions**

To establish a procedure for a departmental promotional evaluation process for the ranks of police sergeant and police lieutenant. The promotional process will objectively and subjectively evaluate the job related knowledge, skills and abilities of candidates for these ranks and establish a rank-ordered list of candidates for each position. This will be accomplished through a written examination, seniority in grade, and an assessment process.

These procedures preempt any conflicting provisions of Chapter 143, Local Government Code.

ARTICLE 23
Off-Duty Employment

The parties recognize the City reserves the right to approve, disapprove, or restrict off-duty employment of the employees in the bargaining unit.

Employees shall submit a written request through the chain of command for permission to engage in off-duty employment, and shall receive prior approval from the Police Chief, unless impossible due to time constraints. The Police Chief may establish rules and restrictions regulating off-duty employment as a condition for approval thereof, or for continuation of off-duty employment.

The employee shall report any information in connection with off-duty employment that the Police Chief may require.

The City will not administer the off-duty employment policy in an arbitrary or capricious manner.

ARTICLE 24
Seniority
(Vacation, Days Off and Promotional Points)

A. The seniority of employees in the classification of Police Officer shall date from the time of the employee's original appointment as sworn Police Officer, with the Galveston Police Department unless that date is adjusted in accordance with guidelines as defined in Section D below. Employees so appointed on the same day shall have their relative seniority determined on the basis of their position on the Civil Service list for entry appointment. If still the same, their relative seniority will be decided by a toss of the coin.

B. The seniority of Sergeants and Lieutenants shall date from the time of their most recent certification and promotion to such rank in the classified Civil Service position; however, if an employee is demoted due to reduction in force or a "'bump," and promoted within one year from that date, seniority in grade shall be continuous, as though no demotion occurred. Those employees of the same rank so appointed on the same day shall have their relative seniority determined on the basis of their position on the Civil Service eligibility list in their respective examination. If the position of two or more employees is the same, the score on the written portion of the examination shall govern. If the position of two or more employees is still the same, the date of seniority in their previous classification shall govern.

C. This Article shall supersede any Texas Civil Service Statutes to the contrary. Seniority Points for promotional examinations shall be in-grade as opposed to seniority with the Department. Each employee competing on a competitive Civil Service promotional examination shall receive one (1) point for each full year of seniority within his classification, but never to exceed ten (10) points.

D. An employee's seniority shall begin anew when the employee resigns or retires and is subsequently rehired.

E. In the event an employee is reduced to a lower classification, the seniority of said employee shall be that date originally certified in the lower classification. as adjusted pursuant to Section D.

F. Seniority of employees within classifications and unit assignment shall determine rights and priorities in selecting regular days off.

G. The City shall use hire date to compute an individual's vacation time. Longevity date is determined by rounding to the nearest first of the month, one year after the hire date.

ARTICLE 25
Rules and Regulations

A. The Association and its members recognize the City has the right to manage and direct the police department. Accordingly, the City specifically reserves the right to formulate departmental policy, rules and regulations. general orders and special orders (hereinafter, "directives").

B. The Police Chief shall open directives of the police department at least once a year for review by Association representatives. The Association shall be allowed to submit written and verbal comments concerning such directives and the Police Chief shall meet with Association representatives in an open, frank meeting designed to allow meaningful input into such directives that relate to wages, hours or working conditions. The Police Chief shall advise the Association of any addition to directives.

C. The Civil Service Commission shall approve or adopt police department rules or

regulations when it is authorized by statute to do so. The Civil Service Commission shall follow all appropriate procedures in approving or adopting such police department rules or regulations. The City will provide notice to the Association President or individual members directly of the agenda postings for the meetings of the Civil Service Commission. Failure to do so shall not invalidate action taken at an otherwise lawfully posted meeting.

D. The City will provide officers copies of this Agreement, the Civil Service Rules and Regulations, the Galveston Policy Department policy manual, and amendments made from time to time. Officers shall receive these materials in the academy after they are hired, and shall be provided updated during their career by hard copy, email, or other digital transfer as the Chief shall determine is most efficient.

E. All employees shall observe and obey all departmental directives. Violation of departmental directives shall subject employees to disciplinary action including discharge. Normally, employees will receive copies of written directives which they are responsible for following; however, circumstances may arise, which call for notice by way of oral presentations or postings on a bulletin board. Copies are routinely available online. Hard copies are available in the Chief's Office, Training Office, and in the three (3) Commander's offices. **GMPA** will receive a hard copy of changes.

ARTICLE 26
Discipline

A. Disciplinary matters shall not be subject to any of the terms of this Agreement. Any appeals of disciplinary decisions of the City shall comply with the requirements of the Texas Fire Fighters' and Police Officers' Civil Service Act, Chapter 143, Local Government Code, also referred to as the state civil service law; provided, however, an employee and the Police Chief may mutually agree to conduct any or all disciplinary hearings in private without regard to the requirements of the state civil service law.

B. Hearing examiners selected pursuant to the state civil service law shall be members of the National Academy of Arbitrators and shall be presented by the American Arbitration Association. The parties may amend this Article, upon approval by the Association Board and City Manager, to include a voluntary agreed list of arbitrators.

C. The state civil service law is amended to allow employees to waive appeals to the civil service commission or the hearing examiner for suspensions of one (1) day to fifteen (15) days in the same manner as waivers of appeals for suspensions from sixteen (16) days to ninety (90) days are allowed pursuant to Chapter 143.052(g), Local Government Code.

D. Removal of Discipline: All retention or removal of records shall be pursuant to Chapter 143 of the Texas Local Government Code.

ARTICLE 27
Political Activities

Employee involvement in political activities shall be in compliance with the appropriate federal and state laws and City Charter provisions. This Article shall not be limited by any rule or regulation. However, employee leave of absence or other appropriate involvement in political activities shall be subject to mutual agreement with the City Manager or designee. Such agreement shall be based on fair and impartial terms.

ARTICLE 28
Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination in accordance with applicable laws. The parties agree not to coerce, discriminate, intimidate, threaten, or use any other means to compel a non-Association employee to join the Association. Enforcement of this clause shall not be pursuant to the grievance procedure.

ARTICLE 29
Management/Labor Committee

The parties shall designate two (2) representatives each to serve on a management/labor committee. This committee shall meet as needed at times and places mutually agreeable to the parties to discuss matters of mutual concern. Either party may cancel a scheduled meeting with adequate notice to the other party. At a reasonable period prior to the meeting either party may present a written list of issues to be discussed at the meeting. Within fifteen (15) calendar days of the meeting the Police Chief shall confirm in writing any issues that were agreed upon by the parties during the meeting.

Such discussion shall not be tantamount to, or an extension of, the contract negotiation process but shall be for the purpose of encouraging productive relations between the parties and the improvement of police services to the community. The parties may mutually agree to expand the number of representatives on this committee.

ARTICLE 30
Texas State Civil Service Statute Override

The terms of this Collective Bargaining Agreement shall supersede any inconsistent or conflicting statutory provisions such as the Fire Fighters' and Police Officers' Civil Service Act, Chapter 143, Local Government Code, whether or not such override is specifically referred to in any Article of this Agreement.

ARTICLE 31
Police Officer Bill of Rights

A. Employees being questioned by the City as an object of an investigation which a reasonable person could believe will lead to discharge or criminal prosecution shall be entitled to the

following privileges, insofar as feasible under the circumstances, upon the request of the employee:

1. Questioning at a police station during regular duty hours unless another location is warranted by the facts;

2. A complaint against an officer must be in writing, and either sworn or sufficiently authenticated by the complainant to serve as an official act, and it may be done on-line with a signature. Anonymous complaints may proceed after an officer in the Galveston Police Department has done a credibility determination, and the officer may initiate the complaint based on the results of the process. Such credibility determination shall be reduced to writing and provided to the officer with the complaint;

   a. Not less than 48 hours' notice prior to an interview, unless an emergency would make compliance impractical, an officer shall be provided with the following;
      - A copy(ies) of the statement/affidavit/complaint that serves as the basis for the complaint;
      - Notice of any other allegations or charges being investigated as a part of the investigations;
      - Notice of the date and time of the interview;

3. A notice of allegations may be amended after the initial notice(s) upon compliance with these same provisions as to any new allegations, and forty eight (48) hours prior to any follow up interview.

4. An investigator may interrogate a police officer about events or conduct reported by a witness who is not a complainant without disclosing the name of the witness if notice was provided in accordance with #3 above.

5. Within thirty (30) days after the opening of the investigations, the officer shall be provided with any additional investigative materials, and may requests a follow up interview if the initial interview has been completed. The employee shall be afforded the opportunity to review the completed investigation in the event there are sustained allegations that may result in discipline;

6. This Article does not apply to an on-the-scene investigation that occurs immediately after an incident being investigated if the limitations of this Article would unreasonably hinder the essential purpose of the investigation or interrogation;

7. Right to the presence of a representative of the officer's choice during questioning if so requested by the officer;

8. Notice of legal rights which must be afforded persons accused of criminal conduct, as required by law;

9. Copy of the employee's written or recorded statement derived from questioning if signed by the employee;

10. No more than thirty (30) days on administrative leave unless a criminal investigation has been started, or if allegations are under review by the District Attorney's office, or is reasonably foreseeable as determined by the Chief, or if the alleged misconduct is inconsistent with the exercise of the police officer's duty or supervision of other officers (for instance, retaliations, sexual harassment, improper influences, and the like). If the Chief denies return to duty status under this provision, the reasons shall be documented in the investigative file and the officer shall be provided written notice that an extension was granted pursuant to this Article.

B. This Article shall in no way infringe upon the Employer's right and power to fully investigate matters it deems appropriate.

C. This Article shall in no way infringe upon the Employer's right and power to discipline employees. Any violation of the officer's rights guarantees above shall be evaluated on appeal, by the Commission or Arbitrator, and shall only affect discipline if the officer's substantive rights have been adversely affected by the procedural mistakes in the investigation.

D. If the Employer violates any of the provisions of this Article, such violation shall not affect the disciplinary action by the Employer unless such action was based solely upon facts derived from the violation of this Article.

E. Employees shall have the right to request an independent polygraph operator at City expense should the City order an employee to take a polygraph exam. The City shall request a complaining witness to take a polygraph exam before requiring an employee to take one, however, the City shall not be prohibited from requiring a polygraph from an officer in any instance where physical or mental incapacity or death of the complaining witness prevents same.

F. While on administrative leave, employees shall be within forty (40) miles from the Galveston Police Headquarters, or able to report within two (2) hours if their primary residence is beyond that radius. Officers must remain readily reachable by phone, but may not otherwise be confined to their domicile during regular duty hours, unless specifically ordered by the Chief.

ARTICLE 32
Maintenance of Certain Standards

The following standards, privileges, and working conditions enjoyed by the City of Galveston Police Officers at the present time shall not be changed during the duration of the Agreement.

A. Personal vehicle mileage allowance.

B. Travel expense allowances (meals and lodging).

C. Police Liability Insurance.

D. Liability Insurance for Police Motorcycles.

E. Provide gasoline at City Garage for Motorcycles

ARTICLE 33
Police Reserve Force

A. Purpose

Because of an increasing population in Galveston brought about mainly by the welcome influx of visitors the City Police Department has an ever increasing work load. A Police Reserve Program, which shall utilize non-paid regular officers to act in the capacity of a reserve police force will help supplement the Police Department in case of emergencies, special events, and during normal working hours. The Police Reserve Program will help create a more capable and well-trained reserve force within the Galveston Police Department. The parties have further agreed that the City may use paid reserve officers as set forth in one of the sections herein.

B. Method

The main duties and responsibilities of the Reserve Force shall be to assist the regular Police force on a continuing basis as well as during emergencies and special events. The Reserve Force shall perform general police duties that will provide a more stable, efficient and time-conserving police organization. In most circumstances, the Police Reserve Force will be employed in support of, and under the direct supervision of the Patrol Division of the Galveston Police Department. Total authorized strength of the Entry Level Reserve Force shall not exceed the duty strength of the regular Patrol Division.

C. Requirement for appointment

The following are minimum requirements of individuals in the Police Reserve Force:

1. Successful Completion of required "Basic Peace Officer"' academy.

2. Successful completion of TCOLE Licensing Examination.

3. Basic License issued by Texas Commission on Law Enforcement Officers Standards and Education (TCOLE}.

4. Successful completion of all processing required by the Galveston Police Department.

D. Official designations and qualifications

1. **Non-Paid Retired Reserve Officer**

Non-paid retired reserve officers must have a minimum of twenty (20) years'

experience in the Galveston Police Department and be in possession of an honorable retirement certificate. Non-paid retired reserve officers must enter the reserve program immediately upon retiring from the Galveston Police Department. Non-paid retired reserve officers may not be on medical or disability retirement, and must maintain the minimum qualifications of the Reserve Force.

2. **Non-Paid Entry Level Reserve Officer**

"Non-paid entry level reserve officers" shall be defined as individuals who meet the following requirements:

(1) Meet or exceed all TCOLE standards that are applicable to regular Texas peace officers; and,

(2) Meet or exceed all Galveston Police Department standards; and,

(3) Granted by the Chief of Police a non-paid position with the Galveston Police Department.

Non-paid entry level reserve officers are not considered to be in retirement status from the Galveston Police Department. The City of Galveston will normally use non-paid entry level reserve officers to augment the uniformed personnel of the Police Department.

All non-paid entry level reserve officers shall meet all requirements established for entry level regular police officers.

E. Honorary Reserve Officers

"Honorary reserve officers" shall be defined as individuals to whom the Chief of Police grants a non-paid position because of the individual's voluntary service rendered to the Galveston Police Department. Such voluntary service shall be service that is generally not within the scope of a law enforcement officer or criminal justice professional. Honorary reserve officers shall not be in the chain-of-command, shall not have any enforcement authority, and shall not be in uniform or placed in a "duty" position with the regular Galveston police force.

Examples of "Honorary" positions may include, but shall not be limited to the following:

1. Departmental Chaplain
2. Departmental Surgeon
3. Departmental Scholar
4. Departmental Veterinarian
5. Departmental Advisor

F. Requirements after appointment

1. Participants will provide the Department with their name, current address, phone number, social security account number, the name of a person to notify in case of

emergency and such other information as the Department may require from time to time.

2. Participants shall serve in a "Non-Civil Service" status.

3. Participants will be appointed and/or removed from the Reserve Forces at the sole discretion of the Chief of Police.

4. Participants must work a minimum number of hours based on the following criteria:

   a. Non-paid Retired Status
      1. Eight (8) hours per month; or,
      2. Ninety-six (96) hours per year upon prior approval of the Chief of Police.

   b. Non-paid Entry-Level Status
      1. Sixteen (16) hours per month; or
      2. One hundred ninety-two (192) hours per year upon the prior approval of the Chief of Police.

   c. There are no minimum requirements for non-paid honorary status.

5. A member of the Retired Reserve or the Entry Level Reserve may be compensated for hours worked in excess of the minimum required to maintain their reserve status, subject to the limitations in this section. Such compensation will be at an hourly rate of pay established by the chief of Police and paid as a contract worker.

   However, such reserve officer must be current for the required hours for any month in which such compensation is paid, and any hours for which a reserve receives such compensation shall not then be applied toward a future monthly/annual premium number of hours. Such hours shall not normally be in excess of 30 hours per week. The Chief's authority to approve personnel under this section is limited to:

   a. Additional staffing for beach party week-end and Mardi Gras;

   b. Additional staffing for security at the following specific facilities:

      1. City Hall
      2. Public Safety
      3. Airport and the adjoining complex
      4. Water and sewer facilities

   c. Situations involving threat based security enhancement with the approval and consent of the President of the **GMPA.**

   d. The City may pay a rate of compensation for any City sponsored event, any event at a City facility, Ferry Landing, Pelican Island Bridge, or other security detail which is paid by or through the City, which is less than or equal to outside law enforcement personnel hired for such events, if the

position has been previously offered to and not filled by a regular full-time employee(s). For purposes of this section, a position shall be considered "unfilled" if not accepted by a regular full-time within 72 hours of the announcement of the assignment. For all other paid reserve time under this article, they shall be limited to paying less than the hourly rate for a Police Officer I.

6. Members of the Reserve Force shall make themselves available when the Chief of Police deems it necessary to have additional police officers in order to preserve the peace and enforce the law. An individual's "primary occupation" will take precedence and exact prior consideration, as long as it does not interfere with his assignment as a member of the Reserve Forces and utilization by the Galveston Police Department.

7. Members of the Reserve Force must meet or exceed all qualifications as established by the Chief of Police, including but not limited to the following:

    1. Physical Capabilities
    2. Mental Capabilities
    3. Educational Standards
    4. Annual Firearms Qualifications
    5. Moral and Ethical Standards

8. Except those reserve officers classified as "Honorary" all reserve officers shall serve in full uniform unless otherwise instructed by the Office of the Chief of Police. All reserve officers, including "Honorary" must pass inspection and be in possession of all necessary equipment. Each reserve officer, including "Honorary" shall be responsible for replacement of any personal equipment that is in need of replacement. Such replacement shall be at the reserve officer's expense and cost.

9. Reserve officers shall act in a supplementary capacity only and at no time shall reserve officers assume the full time duties of a regular police officer unless an individual reserve officer is selected and hired from the eligible list established pursuant to the regular hiring process for the Galveston Police Department, and unless such individual reserve officer is hired as a paid Galveston police officer. Upon such event, the individual shall no longer be a member of the Reserve Force.

10. Members of the Reserve Force, except "Honorary" shall possess at least one (l) complete uniform including all necessary equipment. Such members shall wear and display only the badge and identification authorized and issued by the Galveston Police Department.

11. All reserve officers shall be subordinate to all officers of the regular police force. Even though the rank of the retired officers will be recognized and respected such reserve officers shall have no command authority over any member of the regular force.

12. All reserve officers shall successfully complete a training course as set forth by the Chief of Police and all reserve officers must pass all academic standards required by that course. All reserve officers must participate in the bi-annual Police Officer Survival Training as directed by the Chief of Police.

13. Reserve officers shall complete all arrests and reports initiated by such reserve officers, including attending court appearances as necessary.

14. All reserve officers shall comply with and abide by the Galveston Police Department Rules, Policies, and Procedures Manual.

G. Required TCOLE documentation

All members of the Reserve Force shall comply with then current requirements pertaining documentation required by TCOLE.

ARTICLE 34
Employee Drug Testing

Section 1. Findings and Adoption

A. It is agreed that efficiency and safety in the work place is necessary and required in order to carry out the mission of the Police Department. Therefore, it is understood that the use of alcohol, drugs, or other controlled substances by members of the bargaining unit without proper prescription or other authorization including while on duty or in the work place is detrimental to the operation of the Department and is clearly prohibited by this Agreement and the rules and regulations of the Galveston Police Department. Prohibited substances include those listed in Part III, Sections 3.0 through 3.3 of the City of Galveston Drug and Alcohol Prevention and Testing Program. It is further agreed that the parties will work toward development of a program of awareness and education of the danger and effects of drug and alcohol abuse.

B. The City and the Association agree that Police Officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of the Police Officers and the public to ensure that no Police Officer is substance impaired. As described in the drug impact statement for the Police Department in the City of Galveston Drug and Alcohol Prevention and Testing Program.

C. The City and the Association agree that Police Officers who abuse alcohol and drugs represent a significantly greater threat to the health and safety of themselves, their colleagues, and the public than do employees who do not respond to hazardous situations without warning. Duties and circumstances in the Galveston Police Department which are factors in this context include the actual or potential duty for Police Officers of every rank to operate city vehicles, regular service in "high class" positions, including supervision of other personnel, and the actual frequent occurrence of periods of unsupervised duty. In addition, it is recognized that Galveston Police Officers are regularly required to react to unusual or dangerous

circumstances which may put the Police Officer and/or citizens at risk.; and, on balance, the City and the Association find that drug use by each Police Officer in all existing classifications and assignments can impair judgment and behavior so significantly that serious injury or death may result.

D. The City and the Association agree based on the findings mentioned above, that the need to deter and prevent a substantial harm provides the necessary immediacy for the imposition of a mandatory drug testing program. In order to further their joint interest in protecting Police Officers and the public, the City and the Association agree to both mandatory random drug testing and reasonable suspicion or "For Cause" testing as described in the City of Galveston Drug and Alcohol Prevention and Testing Program. The City and the Association have bargained this provision in good faith, with a reasonable belief in its legality under the law, and the Association will not bring or sponsor any legal challenge to the Program excluding a challenge for failure to properly implement or administer the Program. Both parties recognize and agree that this Agreement cannot and is not intended to waive

any employee's constitutional rights should an employee challenge the Program in court, the City agrees to defend the Association from any claim brought against the City and the Association, absent any conflict of interest, from any claim of violation of the employee's constitutional rights arising from the implementation of the Program. Should any such challenge be successful, the parties agree to immediately meet to revise this procedure as needed to comply with the constitutional rights of employees covered by this Agreement.

E. The City and the Association agree that the City of Galveston Drug and Alcohol Prevention and Testing Program (herein after referred to as "City Drug Program"), shall apply to all bargaining unit employees.

Section 2. **Reasonable Suspicion Testing and Random Testing**

A. In the police profession, there exists the requirement that all personnel be on a 24-hour call out status for emergency situations. Therefore, department employees shall not possess or ingest any controlled substance or dangerous drug, whether on or off duty, unless the substance has been legally prescribed to the employee by a person licensed to do so.

B. For the purpose of determining violations of law or of this provision, all employees, regardless of rank or position, shall be subject to "for cause" testing under the City Drug Program.

C. Random Testing

1. One Hundred percent (100%) of Police Officers of all ranks, including the Chief, shall be susceptible to mandatory testing for illegal drugs and controlled substances on a fair and impartial statistical basis at the City's expense under the City Drug Program. The fair and impartial statistical basis (in which each employee has an equal chance of being selected during the calendar year) shall be by a non-discriminatory computerized program operated and certified as a non-discriminatory by an independent firm hired by the City.

2. Upon notice of selection for random testing, the employee shall provide a urine sample, and a breath sample if requested in accordance with the City Drug Program.

D. Any employee or probationary police officer who fails to appear for, or refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall be subject to disciplinary action which may include discharge from the Department under Section 7.0 of the City Drug Program.

E. Any applicant who refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall automatically terminate the hiring process.

Section 3. **Testing Guidelines**

The implementation of employee drug testing will ultimately result in administrative review and disciplinary action involving employees who test positive in the final confirmatory test. The City Drug Program will apply when determining the disciplinary action to be taken.

Section 4. **Threshold Levels**

The parties have agreed that the threshold levels in the City Drug Program for covered employees shall apply.

Section 5. **Testing Procedures**

The drug testing procedures will be administered as outlined in the City Drug Program.

Section 6. **Confidentiality**

All records pertaining to the department required drug tests shall remain confidential to the extent allowed by law, unless offered in evidence in a disciplinary appeal. Drug Test results and records shall be stored in a locked file in the Human Resource office. No access to these files shall be allowed without written approval of the Police Chief or the Police Officer. In a grievance hearing, lawsuit or other action involving the employee, the employer may release relevant information to the decision-maker, and to those who need to know the information to assist with the case. Such information may also be released to representatives from state or federal agencies when required. The confidentiality provisions in Part III, Section 12.0 of the City Drug Program shall also apply.

Section 7. **Rehabilitation and Treatment for Substance Abuse**

A. The parties have these joint objectives in the Section of the Agreement:

1. To deter and prevent substantial harm to Police Officers and the public;
2. To create disincentive for the use and abuse of substances; and
3. To provide a means, together with incentive, to seek and obtain treatment and rehabilitation for any employee who is involved in substance abuse.

B. Any employee who voluntarily seeks rehabilitation as provided in Part V, Section 3.0 of the City Drug Program shall be entitled to the same leave and benefits that are otherwise applicable under leave policies and the existing coverage definitions in Health Benefits program. An employee entitled to rehabilitation and treatment is not exempted from disciplinary action for violation of other rules and regulations of the department (e.g. off duty **DWI,** regulations concerning leave, etc.)

Section 8. **Association Representation of Members**

While it is understood that the Association is unequivocally opposed to the use of alcohol or drugs in the workplace as well as, the abuse of such substances under any condition and further agrees to cooperate toward the prevention of such abuse and strongly supports the prohibition of the use of drugs or alcohol in the workplace and the proper enforcement of the Department's rules and

regulations, the Association, retains the right to fairy and properly represent any aggrieved member of the bargaining unit by reason of the application of this Article, including but not limited to what the Association may consider as unwarranted or unreasonable investigation, search or the imposition of discipline.

Any employee receiving disciplinary action under Article 36 may appeal that action in accordance with the procedures outlined in the applicable Civil Service Law.

ARTICLE 35
Impasse Procedures

A. Mediation

The parties will make a meaningful effort to settle matters arising from negotiations through the bargaining process and will only resort to subsequent third party neutral proceedings after they have exhausted all avenues of mutual agreement available to them. If an impasse in negotiations results after full and complete negotiations. either party or both parties may request the services of a mediator from the Federal Mediation and Conciliation Service. The mediator shall have no other authority than to attempt to help the parties to arrive at a mutually agreeable settlement. The mediator shall be responsible for determining whether or not the parties have indeed arrived at an impasse in bargaining. If the mediator has any reason to believe the parties are not at a true impasse in bargaining, the mediator shall have the responsibility to remand the parties to further negotiations in an attempt to resolve differences between them. If the mediator is convinced that the parties have arrived at a bona fide impasse in negotiations, the mediator shall certify such fact to these parties who then have the following options open to them:

B. Fact Finding

1. If after mediation, settlement has not been reached between the parties concerning negotiable issues which were subject to mediation, then either party may, by written notification to the other, request the remaining unresolved matters be submitted to a fact finding panel.

2. The fact finding panel shall only be presented with unresolved issues that were subject to the mediation process. Within five (5) days of receipt of the written request for Fact Finding, the parties shall request a list of seven (7) qualified neutrals who shall be active members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike three (3) names from the list.

   The parties shall determine who shall strike first by a coin toss. The remaining individual shall be designated the fact finder. The Employer shall be responsible for appointing an additional fact finder to represent its interests and the Association shall be responsible for appointing an additional fact finder to represent its interests. The three (3) fact finders shall then constitute the Fact Finding panel. The hearing shall be conducted within sixty (60) days unless mutually extended by the parties.

3. The parties shall exchange written final offers on each remaining unresolved issue no later than ten (10) calendar days before the date of the Fact Finding hearing. The Fact Finding panel shall be served a written copy of the parties' final offer on each outstanding unresolved bargaining matter within five (5) calendar days before the date of the hearing.

4. The fact finding panel shall only have jurisdiction to consider issues involving mandatory subjects of negotiations.

5. The fact finders shall establish dates and places of hearings. The hearings shall be closed to the public. The fact finders shall afford all parties full opportunity to examine and cross-examine witnesses and to present evidence pertinent to the dispute, including briefs in support of their respective cases.

6. The fact finders shall conduct the hearings and render their decision with the objective of achieving a prompt, peaceful and just settlement of disputes. The factors which must be given weight by the fact finders in arriving at a recommended decision shall be:

   (a) Comparison of total compensation of police officers in cities of a comparable nature;
   (b) Relevant cost of living information;
   (c) Overall compensation and fringe benefits presently received by employees involved; the interest and welfare of the public including financial ability of the City;
   (d) Fiscal responsibility of the City; and economic and non-economic impact of the various offers upon present or future levels of service or programs provided by the City to its citizens and other City employees;
   (e) The hazards of employment; physical, educational and mental qualifications; and job training and skills required of Galveston police officers.

7. The fact finders shall consider each argument and all evidence presented by the parties and address them in a well-reasoned, professionally written "Findings of Fact and Recommendations" to resolve the dispute. The fact finders shall serve its written decision on both parties not more than thirty (30) days from the conclusion of the hearings or submission of briefs, whichever occurs later.

8. Within fifteen (15) days after receipt of the "Findings of Fact and Recommendations, "each party shall notify the other in writing whether they accept any of the recommendations of the fact finders. If the parties do not accept the recommendations of the fact finders, they shall attempt to settle the dispute. If no settlement has been reached after thirty (30) days from the receipt of the notice by either party rejecting the recommendations, then the fact finders' "Findings of Fact and Recommendations" shall be published by either party.

9. Within three (3) days after the Findings of Fact and Recommendations are published, the party rejecting a recommendation shall publicize through a detailed

written document each reason for rejecting the recommendation of the Fact Finding panel.

10. All costs of Fact Finding shall be borne equally by the parties involved in the dispute, except costs for the parties' respective representatives and witnesses.

11. If within ten (10) days after the recommendations have been made public the parties have not agreed to a contract, unresolved issues shall, at the request of either party, be submitted to a referendum election according to the following procedure, which shall be binding on the parties:

(a) The election shall be held on the first date permissible under state law.
(b) The party rejecting the fact finder's recommendations shall pay three-fourths (3/4) of the cost of the referendum. If both parties reject any recommendations, each shall pay one-half (1/2) of the costs.
(c) Each party shall be entitled to submit two (2) and only two (2) unsettled issues and rebuttals thereto to the voters. The existing contract shall, therefore, be changed only by the outcome of the referendum issues and prior agreements reached by the parties.
(d) Civil Service laws shall not be subject to referenda.
(e) The referendum shall be conducted in a cost-efficient manner.
(f) The ballot shall include only the caption of the unresolved issues or rebuttals being submitted by a party to referendum. The ballot shall require the voter to cast his or her vote FOR the Association's issue or FOR the City's issue on each ballot proposal.
(g) Only unresolved issues submitted to Fact Finding shall be submitted to a referendum.
(h) All unresolved issues and rebuttals submitted to referendum shall be reduced to writing. The parties shall provide each other with the exact contract language to be amended by the unresolved issue or rebuttal at the time that the party or parties request Fact Finding or referendum. However, the parties may mutually agree to amend their exact contract language issues or rebuttals.

C. Citizen Voter Participation

Parties hereto agree that for the duration of this contract no effort will be made by the Association or bargaining unit employees to require the City to conduct a referendum or otherwise provide for citizen voter participation as a method of resolving outstanding issues between the City and the Association or bargaining unit employee.

ARTICLE 36
Closing Statements

A. Full and Final Scope of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to

any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto, after expiration of that right and opportunity, are fully set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. **Stability of Agreement**

No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. A failure of the City or employees to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and employees to such future performance shall continue in full force and effect.

C. **Savings Clause**

Should any provision of this Agreement be found to be inoperative, void and invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 37
Duration of Agreement

This Agreement shall be effective from date of execution until September 30, 2027. Thereafter, it shall continue until a new agreement is reached or is settled pursuant to the terms of Article 35, "Impasse Procedure".

CITY OF GALVESTON

Brian Maxwell, *City Manager*

Date: 8/24/23

GALVESTON MUNICIPAL POLICE ASSOCIATION

Anthony Rogers, *President*

Date: 8/23/23

Approved as to Form:

Trevor Fanning, *City Attorney*

Doug Balli, *Chief of Police*

Beverly West, *Human Resources Director*

Exhibit A

2023 Police Salary Survey

(Steps Added to Reach Market Max)

max 4% cap

Department	PO 1 Entry	PO Mid Range	PO 9 to 14	PO 15 to 17	PO 18+	PO (MAX)
GPD	$ 61,166.00	$ 73,413.00	$ 85,660.00	$ 85,660.00	$ 85,660.00	$ 85,660.00
League City	$ 69,619.18	$ 81,135.11	$ 92,651.04	$ 94,852.70	$ 97,439.72	$ 97,439.72
Texas City	$ 61,985.00	$ 77,728.50	$ 93,472.00	$ 93,472.00	$ 93,472.00	$ 93,472.00
Market Avg	$ 65,802.09	$ 79,431.81	$ 93,061.52	$ 94,162.35	$ 95,455.86	$ 95,455.86
Difference	$ (4,636.09)	$ (6,018.81)	$ (7,401.52)	$ (8,502.35)	$ (9,795.86)	$ (9,795.86)
Variance	-7.58%	-8.20%	-8.64%	-9.93%	-11.44%	-11.44%

Department	Sgt 1 Entry	Sgt Mid	Sgt 6 to 11	Sgt 12 +	Sgt (MAX)
GPD	$ 91,687.00	$ 96,134.50	$ 100,582.00	$ 100,582.00	$ 100,582.00
League City	$ 98,926.18	$ 101,514.95	$ 104,103.71	$ 112,219.12	$ 112,219.12
Texas City	$ 100,982.00	$ 102,029.50	$ 103,077.00	$ 103,077.00	$ 103,077.00
Market Avg	$ 99,954.09	$ 101,772.22	$ 103,590.35	$ 107,648.06	$ 107,648.06
Difference	$ (8,267.09)	$ (5,637.72)	$ (3,008.35)	$ (7,066.06)	$ 7,066.06
Variance	-9.02%	-5.86%	-2.99%	-7.03%	-7.03%

Department	Lt 1 Entry	Lt Mid	Lt 6 to 8	Lt 9 +	Lt (MAX)
GPD	$ 106,404.00	$ 110,046.50	$ 113,689.00	$ 113,689.00	$ 113,689.00
League City	$ 115,181.09	$ 118,143.12	$ 121,105.14	$ 127,245.90	$ 127,245.90
Texas City	$ 107,193.00	$ 107,193.00	$ 107,193.00	$ 107,193.00	$ 107,193.00
Market Avg	$ 111,187.05	$ 112,668.06	$ 114,149.07	$ 117,219.45	$ 117,219.45
Difference	$ (4,783.05)	$ (2,621.56)	$ (460.07)	$ (3,530.45)	$ 3,530.45
Variance	-4.50%	-2.38%	-0.40%	-3.11%	-3.11%

Equity Increases Lt.3=1% Lt.4=4.2%

Department	PO 1 Entry	PO Mid Range	PO 9 to 14	PO 15 to 17	PO 18+	PO (MAX)
GPD	$ 61,166.00	$ 73,413.00	$ 85,660.00	$ 85,660.00	$ 85,660.00	$ 85,660.00
League City	$ 66,941.00	$ 78,014.00	$ 89,087.00	$ 91,204.52	$ 93,692.00	$ 93,692.00
Texas City	$ 61,985.00	$ 77,728.50	$ 93,472.00	$ 93,472.00	$ 93,472.00	$ 93,472.00
Market Avg	$ 64,463.00	$ 77,871.25	$ 91,279.50	$ 92,338.26	$ 93,582.00	$ 93,582.00
Difference	$ (3,297.00)	$ (4,458.25)	$ (5,619.50)	$ (6,678.26)	$ (7,922.00)	$ (7,922.00)
Variance	-5.39%	-6.07%	-6.56%	-7.80%	-9.25%	-9.25%

Department	Sgt 1 Entry	Sgt Mid	Sgt 6 to 11	Sgt 12 +	Sgt (MAX)
GPD	$ 91,687.00	$ 96,134.50	$ 100,582.00	$ 100,582.00	$ 100,582.00
League City	$ 95,121.00	$ 97,610.00	$ 100,099.00	$ 107,903.00	$ 107,903.00
Texas City	$ 100,982.00	$ 102,029.50	$ 103,077.00	$ 103,077.00	$ 103,077.00
Market Avg	$ 98,051.50	$ 99,819.75	$ 101,588.00	$ 105,490.00	$ 105,490.00
Difference	$ (6,364.50)	$ (3,685.25)	$ (1,006.00)	$ (4,908.00)	$ 4,908.00
Variance	-6.94%	-3.83%	-1.00%	-4.88%	-4.88%

Department	Lt 1 Entry	Lt Mid	Lt 6 to 8	Lt 9 +	Lt (MAX)
GPD	$ 106,404.00	$ 110,046.50	$ 113,689.00	$ 113,689.00	$ 113,689.00
League City	$ 110,751.00	$ 113,599.00	$ 116,447.00	$ 122,351.00	$ 122,351.00
Texas City	$ 107,193.00	$ 107,193.00	$ 107,193.00	$ 107,193.00	$ 107,193.00
Market Avg	$ 108,972.00	$ 110,396.00	$ 111,820.00	$ 114,772.00	$ 114,772.00
Difference	$ (2,568.00)	$ (349.50)	$ 1,869.00	$ (1,083.00)	$ 1,083.00
Variance	-2.41%	-0.32%	1.64%	-0.95%	-0.95%

Equity Increases Lt.2=1% Lt.3=1% Lt.4=4.2%

Exhibit B

Pay Grade	Classification	2022-2023 Actual	Jan 2024 No LC Increase	Jan 2024 Max Market Incr.*	Jan 2025 2% Inc.**	Oct 2025 Market Adj.	Oct 2026 2% Inc.
6018	PO I (sworn to 1 year)	$61,166.00	$64,468.96	$65,807.78	$67,123.94		
6019	PO II (1 to 2 years)	$66,065.00	$70,094.97	$71,655.25	$73,088.36		
6020	PO III (3 to 4 years)	$70,963.00	$75,291.74	$76,852.02	$78,389.06		
6021	PO IV (5 to 6 years)	$75,862.00	$80,489.58	$82,049.86	$83,690.86		
6022	PO V (7 to 8 years)	$80,761.00	$85,687.42	$87,247.70	$88,992.65		
6023	Sr. PO (9 to 14)	$85,660.00	$91,313.56	$93,095.30	$94,957.21		
6024	Sr. PO (15 to 17 years)	$85,660.00	$92,255.82	$94,079.91	$95,961.51		
6025	Sr. PO (18+ years)	$85,660.00	$93,540.72	$95,414.56	$97,322.85		
6030	Sgt I (0 to 2 years)	$91,687.00	$98,013.40	$99,915.82	$101,914.14		
6031	Sgt II (3 to 5 years)	$96,134.00	$99,787.09	$101,739.29	$103,774.08		
6032	Sgt III (6 to 11 years)	$100,582.00	$101,587.82	$103,589.80	$105,661.60		
6033	Sgt IV (12+ years)	$100,582.00	$105,510.52	$107,668.58	$109,821.95		
6041	Lt I (0 to 2 years)	$106,404.00	$108,957.70	$111,172.72	$113,396.17		
6042	Lt II (3 to 5 years)	$110,047.00	$110,377.14	$112,649.12	$114,902.10		
6043	Lt III (6 to 8 years)	$113,689.00	$114,825.89	$114,825.89	$117,122.41		
6044	Lt IV (9+ years)	$113,689.00	$118,463.94	$118,463.94	$120,833.22		

*includes 4% addition to market survey League City salaries contingent on approval of LC City Council. The wage increase is capped at these amounts.

**2% added to contingent capped amounts.

Galveston Municipal
Police Association – FOP Lodge #435
PO Box 895
Galveston, Tx, 77551

Anthony Rogers
President

Jordan Reyes
Vice President

William Osteen
Secretary

Justin Owens
Treasurer

To: City Manager Brian Maxwell, Mayor Brown, and Galveston City Council

Article 11 of the Collective Bargaining Agreement states the City of Galveston will deduct $24 per month from participating members to be enrolled in the Combined Law Enforcement Associations of Texas (CLEAT) supplemental insurance program. This is a benefit provided to Texas Peace Officers statewide through CLEAT for several decades. CLEAT utilizes Bay Bridge Administers to facilitate the insurance program.

The Galveston Municipal Police Association authorizes the City of Galveston to send monies to Bay Bridge Administrators to comply with Article 11 of the Collective Bargaining Agreement and shall indemnify, defend and save the City of Galveston harmless against and all claims, demands, suits, other forms of liability that shall arise oft of or as a result from, any conduct taken by the City of Galveston for the purpose of complying with this Article.

Respectfully,

Anthony Rogers
GMPA President

RESOLUTION NO. 25 -____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACCEPTING THE CITY'S PORTION OF A 2024 BYRNE JUSTICE ASSISTANCE GRANT FROM THE DEPARTMENT OF JUSTICE IN A JOINT TOTAL AMOUNT OF $30,609.00, AND SAID CITY PORTION TO PROVIDE FOR THE PURCHASE OF TACTICAL EQUIPMENT, DIVING AND BUOYANCY COMPENSATOR EQUIPMENT, AS WELL AS, SRG TEAM EQUIPMENT FOR THE CITY OF GALVESTON'S POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY; APPOINTING THE COUNTY AS FISCAL AGENT FOR THE GRANT; DIVIDING THE TOTAL GRANT AWARD BETWEEN THE PARTIES; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Bureau of Justice Assistance awarded a fiscal year 2023 Byrne Justice Assistance Grant (the "Grant") in a total amount of **$30,609.00,** to Galveston County and the City of Galveston (the "Recipients") under joint award No. 15PBJA-24-GG-04934-JAGX; and,

WHEREAS, the City of Galveston Police Department will use the Grant funds for purposes set forth in the Program Narrative, pertaining to the purchase of tactical equipment, diving and buoyancy compensator equipment, as well as, SRG Team equipment, for the City of Galveston's Police Department (GPD); and,

WHEREAS, the City Council of the City of Galveston, Texas deems it in the public interest to accept such Grant and enter into an Interlocal Agreement with Galveston County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby authorizes the City Manager to accept the City's portion of the 2024 Byrne Justice Assistance Grant from the Department of Justice – Bureau of Justice Assistance.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute an Interlocal Agreement between the Recipients, attached as "Exhibit A" and incorporated for all purposes, appointing Galveston County as fiscal agent for the Grant and dividing the total Grant amount of **$30,609.00** between the parties as follows:

City of Galveston	$15,304.00
County of Galveston	$15,305.00

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on the 23rd day of January, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of January, 2025.

_____
Secretary for the City Council
of the City of Galveston

Interlocal Government Agreement
Between the County of Galveston,
and the City of Galveston

2024 Byrne Justice Assistance Grant (JAG) Program Award

This Interlocal Governmental Agreement is entered into in accordance with Chapter 791 of the Texas Government Code. It is by and between the County of Galveston, and the City of Galveston. The purpose is to agree to an equal split of the 2024 Byrne Justice Assistance Grant award of **$30,609.00**.

WHEREAS, the County of Galveston, acting on behalf of itself and the other parties, under joint award number 15PBJA-24-GG-04934-JAGX, applied for an agreed to act as fiscal agent for the 2024 Justice Assistance Grant (JAG) in the amount of **$30,609.00**; and,

WHEREAS, each of the parties finds that the performance of this Agreement is in their best interest, that the undertaking of this Agreement will benefit the public and the equal division of the JAG award fairly compensates each party for the services or functions they are to render; and,

NOW; THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1.
Galveston County, as fiscal agent, agrees, within 45 days of the date of receipt of invoices and proof of payment for JAG approved project expenditures, to reimburse the City of Galveston up to $15,304.00. Galveston County will retain the balance of the funds which will amount to at least $15,305.00.

Section 2.
The funds each party receives will be used for the purposes set forth in the Program and FY 2024 Application Budget Narrative submitted to the US Department of Justice, which is incorporated herein for all purposes, unless subsequently modified in accordance with grant guidelines.

Section 3.
Each party to this Agreement will be responsible for its own action in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party. Nothing in this Agreement; however, shall be construed to waive the doctrine of sovereign or other form of immunity of any party. Nor shall this Agreement be construed to be for the benefit of, or create any rights in any party not a signatory hereto.

Section 4a.
The parties do not intend to create any obligations express or implied other than those set out herein.

County of Galveston

_____
Mark Henry
Galveston County Judge

Attest:

_____
Dwight Sullivan
Galveston County Clerk

Executed and effective this _____ day of _____, 2025.

Section 4b.

The parties do not intend to create any obligations express or implied other than those set out herein.

City of Galveston	**Attest:**
_____	_____
Craig Brown Galveston Mayor	Janelle Williams Galveston City Secretary

Executed and effective this _____ day of _____, 2025.

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Date January 15th, 2025

To: City Manager
Honorable Mayor and City Council Members

From: Doug Balli, Galveston Police Department, Chief of Police

Project location: N/A

Project: Byrne Justice Assistance Grant

Request: Consider for approval an Interlocal Government Agreement between the County of Galveston and the City of Galveston to accept the 2024 Byrne Justice Assistance Grant (JAG) Program Award.

We are seeking approval to enter into an Interlocal Government Agreement with Galveston County to equally share the Byrne Justice Assistance Grant (JAG) award. This grant will be utilized to equip several specialized police units with essential gear, as outlined below:

- **Tactical communication headsets** for the SWAT team (8 units)
- **Buoyancy compensator vests**, including accessories and regulators, for the Dive team (4 units)
- **Ballistic helmets with visors** for the SRG team (7 units)

The total cost of these purchases is $16,339.90. Through the JAG Grant, the city will be reimbursed $15,304.00, with the remaining $1,035.90 funded by the city.

Prior Council Action – Grant approved yearly in partnership with the County of Galveston

Background

The County of Galveston facilitates the Byrne Justice Assistance Grant and shares an equal match with the City of Galveston. This is a yearly grant, and it is time to renew the Interlocal Government Agreement with the County of Galveston. The share allocated to the City of Galveston for Grant Year 2024 is $15,304.00.

The funds are used to purchase equipment needed for the Galveston Police Department and supplements the existing budget. Examples of past purchases include Taser products, body worn cameras, and in car computers and printers.

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Fiscal Impact Report

Funding Source: Special Revenue Fund
1811-211425-522056-421000 (Minor Equipment)

City of Galveston Cost: $16,339.90
Grant Reimbursement: $15,304.00
Total Cost to City After Reimbursement: $1,035.90

Alternatives:

Alternative A: Approve to enter into local agreement with the County of Galveston.

Alternative B: Do not enter into local agreement with the County of Galveston.

Staff Recommendation:

Approve *Alternative A* to enter into Interlocal Government Agreement with the County of Galveston.

Respectfully,

Doug Balli
Chief of Police

INTERNAL QUOTE SHEET

Employee Name:	**Department:**
Lt. Larry Chambers	Police

Product/Service:
4 Sets of wing-style Dive Gear with hoses, gauges and stages.

QUOTE 1:	**Date Contacted:** 1/9/2025	**Hub Vendor:** Yes ☐ No ■
Company: Texas Scuba Adventures (Galveston)	**Contact Name:** Kristen Maples / Kalab	
Telephone #: 409-363-9641	**E-Mail:** dive@texasscubaadventures.com	
Amount of Bid: $5,672.80	**Date Responded:** 1/9/25	
Comments: Local company. Quote matches request and is produced by reputable companies in the diving industry.		

QUOTE 2:	**Date Contacted:** 1/9/2025	**Hub Vendor:** Yes ☐ No ■
Company: Dive Right In Scuba	**Contact Name:** Tim Linse	
Telephone #: 815-267-8400	**E-Mail:** tim@diverightinscuba.com	
Amount of Bid: $6,248.00	**Date Responded:**	
Comments:		

QUOTE 3:	**Date Contacted:** 1/9/2025	**Hub Vendor:** Yes ☐ No ■
Company: Dive Gear Express	**Contact Name:** Teresa	
Telephone #: 954-977-6009	**E-Mail:** customercare@divegearexpress.com	
Amount of Bid: Declined	**Date Responded:** 1/9/2025	
Comments: Declined. Do not accept purchase orders, cannot guarantee price for 90 days, nor guarantee performance or requirements		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

Texas Scuba Adventures sent you an estimate

Estimate expires on April 9, 2025

We look forward to working with you.

Show full details

Equipment - 4 sets

Hollis ST System - Steel $3,319.80
($829.95 ea.) × 4
MD/LG

Integrated Weight Pockets ($139.95 ea.) × 4	$559.80
Zeagle Combo 2 Console ($189.95 ea.) × 4 Pressure , depth	$759.80
Oceanic Alpha 10 ($479.95 ea.) × 4 Yoke *1st and 2nd Stage* *Will include Free Parts for Life warranty provided that annual service is maintained. This equates to $80 a year in savings per regulator set.*	$1,919.80
XS Scuba Alt Air Octopus ($97.95 ea.) × 4 *Flat, puck style alternate reduces drag and being a snag point*	$391.80
LP Hose ($40.00 ea.) × 4	$160.00
Drysuit Hose ($35.00 ea.) × 4	$140.00
20 (20%)	-$1,450.20
Comp (100%)	-$128.00
Subtotal	$5,672.80
Total	**$5,672.80**

Texas Scuba Adventures
2309 Mechanic Street
Galveston, TX 77550
+1 (409) 363-9641

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Square

Dive Right In Scuba - Plainfield

24222 W. Lockport St., Plainfield, IL 60544
815-267-8400

Robert Sanderson Galveston Police Dept
P.O. Box 779
Galveston, TX 77553
UNITED STATES

Quote

409.765.3603

Employee: Tim Linse
Created: 9/20/2024 6:53:45 PM
Printed: 10 Jan 2025 03:02

Quote # 13877

Qty	*Stock #*	*Description*		*Unit Price*	Price
4	ZND-SSFS-L	NX Zen Deluxe Full Set - SS - Large Plate	Special	$705.00	$2,820.00
4	HA-001-0	Secure weight pockets XL Size (15lb each)	Special	$95.00	$380.00
4	HA-021-0	MEDIUM Trim pockets for single tank configuration	Special	$60.00	$240.00
4	LP36QD	36" LP BC Hose w/ QD	Special	$32.00	$128.00
4	CG2217	2 Gauge Analog Console with Rubber Hose	Special	$161.00	$644.00
4	RT129112	DST 1st Stage (XTX50) DIN	Special	$300.00	$1,200.00
4	RS131115	XTX40 Octo	Special	$209.00	$836.00

Sub-Total	$6,248.00
Tax	**$0.00**
Grand Total	**$6,248.00**

Dive Right In Scuba is proud to be a TDI/SDI/ERDI 5-Star Professional Development Center and a PADI Career Development Center. Since 2005, we have assisted public safety and government entities with all aspects of diving, from gear supply and repair to instruction.

We currently have a staff of 40 full-time employees, along with over 40 dive professionals who work at our two store locations in Plainfield and Orland Park. Dive Right In Scuba is an authorized retailer for nearly every brand in the dive industry. We also employ fully authorized service technicians for these same brands.

For years, we have assisted dive teams with backplate and wing assemblies, testing their capabilities to ensure they meet the needs and requirements of public safety diving. In our expert opinion, the near-universal sizing, modularity, and robust build of this particular backplate and wing system make it the best choice for your needs.

This Quote is valid until Friday, January 31, 2025

Chambers, Larry

From: Dive Gear Express <customercare@divegearexpress.com>
Sent: Thursday, January 9, 2025 1:22 PM
To: Chambers, Larry
Cc: Michaels, Jacob R.
Subject: Re: Quote Request

Larry,

Good afternoon!

We will need more information to be able to assist you properly.

What type of Wing Backplate BC & Regulars, Hoses 4 sets are you looking for? You will need top provide more information for the drop down menus as well.

Popular options are...

https://www.divegearexpress.com/dgx-custom-dgx-singles-harness-backplate-wing-xtra-reg-package

https://www.divegearexpress.com/dgx-custom-dive-rite-transplate-singles-package
https://www.divegearexpress.com/dgx-custom-dive-rite-xt-streamlined-ow-reg-package

Thank you for extending a Request for Quote (RFQ) to Dive Gear Express, an internet retailer to the recreational SCUBA diver.

If you wish to purchase a few individual items in small quantities from our company, you are welcome to do so. You may generate your own quote by adding the items to our electronic shopping cart, selecting a shipping method and proceeding to checkout. The summary page presented at checkout will list all items, our part numbers and prices, produce a total (including shipping) and summarize your payment options.

Unfortunately, we must decline to formally answer your RFQ due to one or more of the following limitations: We cannot guarantee pricing will remain stable over a period of time typically required by RFQs. We do not supply products other than from vendors for whom we are an authorized retail dealer. We are not able to supply certificates of conformance to any specific requirements such as CE or ISO standards. We do not accept purchase orders or extend credit terms. If these limitations are not an issue and you wish to purchase specific products in bulk, please contact us to discuss your needs.

Thank you for considering Dive Gear Express!

Please let us know if you have any additional questions.

Teresa
DGX

--
Safe Diving,
Teresa

How would you rate my reply?
Great Okay Not Good

On Thu, Jan 9, 2025 at 14:09:45 EST, Larry Chambers <lchambers@galvestontx.gov> wrote:

Dive Gear Express,

I am LT Larry Chambers, commander of the Galveston Police Department Dive Team (MARDIV).

I need a quote for the following:

Item Quantity

Wing Backplate BC & Regulars, Hoses 4 sets

The items would be purchased by the City of Galveston. If selected, we would pay with a Purchase Order. Please make the quote good for at least 60 days (preferably 90 days). Thank you.

LT Larry Chambers
Marine Division Commander
Galveston Police Department.

Larry Chambers, Lieutenant IV
Galveston Police Department
P.O. Box 779 Galveston, TX 77553 | 601 54th St Galveston, TX 77551
D: 409.765.3793 | lchambers@galvestontx.gov

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INTERNAL QUOTE SHEET

Employee Name: Jacob Michaels	**Department:** Police Department

Product/Service:
SRG Team Ballistic Helmets and Face Shields

QUOTE 1:	**Date Contacted:** 1/10/2025	**Hub Vendor:** Yes ☐ No ■
Company: Hard Head Veterans	**Contact Name:** Clinton Vaughn	
Telephone #:	**E-Mail:** clinton@hardheadveterans.com	
Amount of Bid: $4,987.50	**Date Responded:** 1/10/2025	
Comments: Same price as original quote in September.		

QUOTE 2:	**Date Contacted:** 1/9/2025	**Hub Vendor:** Yes ☐ No ■
Company: Galls	**Contact Name:** Paul Bennet	
Telephone #: 800-876-4242	**E-Mail:** bennet-paul@galls.com	
Amount of Bid: $15,6224.00	**Date Responded:** 1/10/2025	
Comments:		

QUOTE 3:	**Date Contacted:** 1/9/2025	**Hub Vendor:** Yes ☐ No ■
Company: Bullet Proof Me	**Contact Name:** Nick Taylor	
Telephone #: 512-922-7029	**E-Mail:** nick@bulletproofme.com	
Amount of Bid: NO RESPONSE	**Date Responded:** NO RESPONSE	
Comments: No response received, emailed and called on 1/9/2025.		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

Hard Head Veterans

Hard Head Veterans
2500 W. Broadway St
Sweetwater, TX 79556
info@hardheadveterans.com

1/11/2025

Quote NO. 3549

SALES REP: Clinton Vaughn

LEAD TIME: 6-8 WEEKS

Quote Good for 90 days

QUOTE PROVIDED TO:

Dion Watson, Officer
Galveston Police Department
P.O. Box 779 Galveston, TX 77553 | 601 54th St Galveston, TX 77551
D: 409.765.3682 | dwatson@galvestontx.gov

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Ballistic ATE GEN2 Helmet	7	522.50	3,657.50
Tactical Face Shield	7	190.00	1,330.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
** Bulk Order Discounts Included in UNIT PRICE			0.00

Remarks / Order Instructions:

We need 3 simple things to process your order:

1) A signed purchase order.
2) Shipping and billing information.
3) Final order details like sizes and colors.

SUBTOTAL	4,987.50
DISCOUNT**	0.00
SUBTOTAL LESS DISCOUNT	4,987.50
TAX RATE	0.00%
TOTAL TAX	0.00
SHIPPING/HANDLING	0.00
TOTAL	**$ 4,987.50**

<Payment terms 30 Days>

Helmet Warranty: 10 Year Performance Guarantee *"there are no second chances"*

Quote

Customer: (1000946019) GALVESTON POLICE DEPT
Date: 01/10/2025
Sales Rep: TARA BEULAH

Quote Number: 28445292
Quote Expiration: 02/09/2025

Sold To:
GALVESTON POLICE DEPT
ACCOUNTS PAYABLE
PO BOX 779
GALVESTON, TX 77553
JAKE MICHAELS

Ship To:
GALVESTON POLICE DEPT
601 54TH ST
QUARTERMASTER OFFICER
GALVESTON, TX 77551-4246
JAKE MICHAELS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	TE2682 BLK MDL	EXFIL BALLISTIC SL HELMET	7		1,932.00	13,524.00
2	BP4107 BLK MLG	TEAM WENDY EXFIL FACE SHIELD	7		300.00	2,100.00

Quote is valid for 30 days

SUBTOTAL:	15,624.00
SHIPPING:	
TAX.....:	
TOTAL...:	15,624.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

From: Michaels, Jacob R.
To: nick@bulletproofme.com
Subject: Galveston Police Department - Ballistic Helmets
Date: Thursday, January 9, 2025 1:28:55 PM
Attachments: GPD_60_c7461822-704c-43b7-8bad-164a2a70b9ff.png

Good afternoon,

I am working on getting a quote for new ballistic helmets for our SRG team. I have a quote from you that expired in December. Could you please reissue that quote with an expiration of 90 days from now?

Thank you,

Jacob Michaels, Police Asset Coordinator
Galveston Police Department
P.O. Box 779 Galveston, TX 77553 | 601 54th St Galveston, TX 77551
jrmichaels@galvestontx.gov

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INTERNAL QUOTE SHEET

Employee Name: Jacob Michaels	**Department:** Police Department

Product/Service:
Peltor Comtac VI Headphones

QUOTE 1:	**Date Contacted:** 1/9/25	**Hub Vendor:** Yes ☐ No ■
Company: The Shooters Corner	**Contact Name:** Wesley Burns	
Telephone #: (409) 945-7430	**E-Mail:** wburns89@gmail.com	
Amount of Bid: $5,679.60	**Date Responded:** 1/10/25	
Comments:		

QUOTE 2:	**Date Contacted:** 1/10/25	**Hub Vendor:** Yes ☐ No ■
Company: Magnum Electronics	**Contact Name:** Alyssa Pappas	
Telephone #: 1-302-734-9250	**E-Mail:** alyssa.pappas@magnumelectronics.com	
Amount of Bid: $8,433.36	**Date Responded:** 1/10/25	
Comments:		

QUOTE 3:	**Date Contacted:** 1/10/25	**Hub Vendor:** Yes ■ No ☐
Company: Burgoon Company	**Contact Name:**	
Telephone #:	**E-Mail:** office@burgooncompany.com	
Amount of Bid:	**Date Responded:** NO RESPONSE	
Comments: No response from this vendor, emailed and called on 1/10/25.		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

The Shooters Corner

QUOTE

2835 Palmer Hwy

Texas City, TX 77590

(409) 945-7430

INVOICE #	DATE
Comtac	1/10/2025

BILL TO

Galveston Police Department
City of Galveston
601 54th St
Galveston, TX 77551
(409) 765-3702

CUSTOMER ID	TERMS
Galveston PD	

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Peltor Comtac VI Coyote Brown with Boom Mic and Fixed Downlead	8	709.95	5,679.60
			-
QUOTE VALID FOR 90 DAYS			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-

Thank you for your business!

SUBTOTAL		5,679.60
TAX RATE		0.000%
TAX		-
TOTAL	**$**	**5,679.60**

If you have any questions about this invoice, please contact
[Jerry Tkac, (409) 945-7430]

MAGNUM ELECTRONICS, INC
Delivering Mission-Critical Communications

Magnum Electronics, Inc.
927 Horsepond Road
Dover DE 19901
United States

DUNS: 786404830 CAGE CODE: 0XU03 TAX ID: 161684716

BILL TO:

Galveston Police Department, Jacob Michaels
P.O. Box 779
Galveston TX 77553
United States

SHIP TO:

Galveston Police Department, Galveston Police Department
601 54th St
Galveston TX 77551
United States
+1 409-797-3500

Quote #:	Quote Date:	Prepared By:	Payment Terms:	Expiration Date:
SO143221	01/10/2025	Alyssa Pappas	Immediate Payment	02/24/2025

IMAGE	DESCRIPTION	QUANTITY	PRICE	TAXES	TOTAL
	[MT20H682FB-47N GN] 3M Peltor MT20H682FB-47N GN ComTac VI NIB Headset - Green Single Comm	8.0 Each	$ 1,054.17	EXEMPT 0%	$ 8,433.36
	FedEx Ground Free Shipping	1.0 Each	$ 0.00	0% Deliveries	$ 0.00
Estimated lead time 4-6 weeks.					

Untaxed Amount	$ 8,433.36
Taxes	$ 0.00
Total	$ 8,433.36

From: Michaels, Jacob R.
To: office@burgooncompany.com
Subject: RFQ Peltor Comtac Earprotection
Date: Friday, January 10, 2025 9:20:29 AM
Attachments: GPD_60_c7461822-704c-43b7-8bad-164a2a70b9ff.png

Good morning,

I am the Asset Coordinator for the City of Galveston Police Department, and I was hoping to get a quote for 8 of the following products:

3M™ PELTOR™ ComTac™ VI NIB Headset MT20H682FB-47N CYS, Single DL, Coyote Brown, Headband & ARC, 915 MHz

Thank you,

Jacob Michaels, Police Asset Coordinator
Galveston Police Department
P.O. Box 779 Galveston, TX 77553 | 601 54th St Galveston, TX 77551
jrmichaels@galvestontx.gov

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JAG 2024 Proposed Budget

Jurisdiction	Project Title	JAG Funds
City of Galveston Police Department	*Tactical Patrol Equipment*	$15,304.00

Project Description & Objective

The Galveston Police Department is looking to purchase tactical communication headsets for the SWAT Team, dive gear for evidence recovery for the Marine Division (Dive Team), and ballistic helmets for the Special Response Group (SRG). The proposed equipment will enhance officer safety and effectiveness of their crime suppression and reduction efforts.

Item	Unit Cost	# of Units	Total Cost
Peltor Comtac VI w/ Boom Mic & Fixed Downlead	$699.95	8	$5,679.60
Wing Backplate BC & Regulators	$1,418.20	4	$5,672.80
Helmet & Visor ($522.50 + $190.00)	$712.50	7	$4,987.50
Grand Total			$16,339.90
Cost After Grant Reimbursement			$1,035.90

HUB SEARCHES

Dive Gear Search

Sorry, No vendors found for the search condition entered.
Search Condition : SearchType=HUB's Only,Section1 Class Code=120,Section1 Item(s)=(83),Section2 Class Code=936,Section2 Item(s)=(22),Location County=Galveston

Centralized Master Bidders List - HUB Directory Search 1:47 PM 1/9/2025

Ballistic Helmet Search

Sorry, No vendors found for the search condition entered. 4:32 PM 1/13/2025
Search Condition : SearchType=HUB's Only,Section1 Class Code=680,Section1 Item(s)=(08),Location County=Galveston

Centralized Master Bidders List - HUB Directory Search

Tactical Radio Search

Search found 1 vendors , 1 are HUBs ,Includes 0 Inactive Vendors
Search Condition : SearchType=HUB's Only,Section1 Class Code=726,Section1 Item(s)=(70),Location County=Galveston
New Search

Results

SORT: COMPANY NAME (A-Z)

Vendor ID	Company Name	Contact Person	Mailing Address	City	State	Zip	Country	Email	Phone	HUB Eligibility	HUB Gender	Small Business	CMBL Status	HUB Status
1202983931800	EVCO PARTNERS, L.P.	Donna Hanson	P.O. BOX 290 PO BOX 290	TEXAS CITY	TX	77592-0290	USA	dhanson@burgooncompany.com	409-766-1929	WO	F	Yes	Active	A-Active

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, Texas, acting by and through its Commissioners' Court hereinafter called "County" and the City of Galveston, Texas, acting by and through its City Commission, hereinafter called "City" or "recipient".

Whereas, Chapter 352 of the Texas Local Government Code, "County Fire Protection" and Chapter 791 of the Government Code, "Interlocal Cooperation Act," provides authority that the Commissioners' Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

Whereas, citizens residing within unincorporated areas of the County surrounding the City's city limits are in need of obtaining the services of the City to assist them in time of need; and

Whereas, the City is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.

2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.

3. City agrees to keep a record of any runs made in response to an area in the

unincorporated portions of the County, and to submit, not later than July 21, of each subsequent renewal year a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, of the prior year to July 14, of the subsequent renewal year. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.

5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.

6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.

7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out

of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.

9. During the term of this Contract, the City agrees to:
   a) Maintain membership in the Galveston County Firefighters Association,
   b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.

10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

11. Drug-Free Workplace - the City shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

12. Americans With Disabilities Act - the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

13. Nondiscrimination-the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

Title VI of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
The Rehabilitation Act of 1973, Section 503
The Rehabilitation Act of 1973, Section 504
The Age Discrimination Act of 1975
The Drug Abuse Office and Treatment Act of 1972
The Drug-Free Workplace Act of 1988

14. This Contract shall begin effective upon the execution of this document by both parties. The term of this contract expires on September 30, 2028, and provides for a term of one (1) year, with automatic renewal annually, for three (3) consecutive one (1) year terms, unless sooner terminated in accordance with terms herein.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed by both parties.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry
County Judge

Date: _____

Attest:

By: _____
Dwight D. Sullivan
County Clerk

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell
City Manager

Date: _____

Attest:

By: _____
Janelle Williams
City Secretary

Galveston Fire Department

STAFF REPORT

Date	January 10, 2025
To:	Brian Maxwell, City Manager Mayor and City Council Members
From:	Mike Varela Jr., Fire Chief

Request:

Consider for Approval the acceptance of a grant from Galveston County for training expenses in the amount of $22,500.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action

- On August 26, 2021, City Council approved the acceptance of a grant in the amount of $22,500 from Galveston County to supplement the Galveston Fire Department training of personnel. The contract shall terminate September 30, 2023.
- On January 26, 2023, City Council approved the acceptance of a grant in the amount of $22,500 from Galveston County to supplement the Galveston Fire Department training of personnel. The current contract shall terminate September 30, 2023.

Background

A. The Galveston Fire Department is a member of the Galveston County Firefighters Association.
B. As part of this membership, we are eligible for annual contract monies which come from the Galveston County Commissioner's Court to be used for Fire Department projects and training.
C. The Galveston Fire Department responds to citizens residing within unincorporated areas of Galveston County upon request from neighboring cities within the county.

Fiscal Impact Report

- **Funding Source**. The grant for training expenses will go to the Galveston Fire Departments Special Revenue Account for Training purposes.
- **Total Cost.** N/A

Funding Source	Amount per year
1816-221441-564117-422000	$ 22,500.00
Total	$ 22,500.00

Alternatives

A. Approve the acceptance of the grant from Galveston County to supplement the training of Galveston Fire Department personnel.
B. Do not approve the acceptance of the grant from Galveston County and forfeit the money which would make training for personnel more stringent.

Staff Recommendation

- Approve the acceptance of the grant from Galveston County to supplement the training of Galveston Fire Department personnel.

Attachments

- Contract between County of Galveston and the City of Galveston

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE COUNTY OF GALVESTON FOR THE PROVISION OF FIRE PROTECTION RUNS INTO UNINCORPORATED AREAS OF THE COUNTY, PROVIDING FOR THE PAYMENT OF FUNDS TO THE CITY BY THE COUNTY; PROVIDING FOR A TERM OF THREE YEARS; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called "the City") may jointly exercise with other local governments the power to provide governmental services for the public health and welfare; and,

WHEREAS, the County of Galveston has an interest in ensuring that adequate fire protection resources are available to respond to fire emergencies in unincorporated areas of the County; and,

WHEREAS, the City of Galveston Fire Department has the capability to respond to fire emergencies in unincorporated areas of the County; and,

WHEREAS, the County is willing to provide to the City compensation in the amount of $22,500.00, annually, to defray the cost of the Galveston Fire Department's response to fire emergencies in unincorporated areas; and,

WHEREAS, the City Council recommends agreeing to enter into an Interlocal Agreement with the County of Galveston providing for a term of three (3) years; and,

WHEREAS, the City Council of the City of Galveston hereby finds it in the public interest to ensure that adequate fire protection resources are available to respond to fire emergencies in unincorporated areas of the County and to enter into the agreement as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the Interlocal Agreement between the City of Galveston and the County of Galveston, attached hereto as **Exhibit 1**, for the provision of fire response to unincorporated areas of the County is hereby approved and adopted.

SECTION 3. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of Twenty-Two Thousand Five Hundred and No/ 100 ($22,500.00).

SECTION 4. The City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during each corresponding reporting period.

SECTION 5. The Interlocal Agreement expires September 30, 2028, unless sooner terminated in accordance with the terms of the Interlocal Agreement.

SECTION 6. The City Manager is hereby authorized to execute the contract between the City and County of Galveston in substantially the same form as attached hereto upon final approval by the City Attorney.

SECTION 7. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

Finance Department

PO Box 779 | Galveston, TX 77553-0779

409-797-3562

Date: January 23, 2025

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Csilla Ludanyi, Director of Finance

Request

Consider an action regarding an adjustment to the Sandpiper Motel utility billing account for an amount not to exceed $16,084.

Background

The Sandpiper Motel is seeking financial relief towards their account because the water consumption was significantly higher than the usual usage for the account. The Sandpiper Motel is requesting, at minimum, a fifty percent reduction in the amount of owed for the consumption due to the city. The city has completed a review of the account as outlined below.

1. Beginning on September 7th, 2024, Beacon showed continuous usage that is over one thousand cubic foot a day. Their normal daily use is hundred (100) to two hundred (200) cubic feet a day. The leak continued to grow through the month of September. As it worsened, the continuous flow got to eleven thousand (11,000) cubic feet a day.

2. On November 5th during the water department's billing process, the high usage was noticed by staff, and the customer was contacted.

3. The maintenance crew for the Sandpiper Hotel found the leak underground at one of their towers. They repaired the broken line with materials on hand. Beacon showed the continuous flow stopped on November 5th, 2024.

4. Sandpiper Hotel is seeking relief in the amount of $3,909.86 for the billing dates of November 2024 and $12,174.14 for the billing dates of December 2024.

Current Situation

The leak has been repaired and usage has returned to normal. The account has an outstanding balance of $23,126.29.

To be fair and equitable to all customers, the departmental policy regarding irrigation leaks adjustments is calculated using the same methodology for all customers. The adjustment is a water credit equal to one-half of the amount of water loss in cubic feet above the preceding twelve-month average and 100% of the sewer corresponding to the amount of loss in cubic feet above the preceding twelve-month average.

The departmental policy also allows for adjusted amounts to be applied to individual accounts after first obtaining a copy of the independent contractor's invoice demonstrating the performance of maintenance and/or repair work or, copies of receipts for the purchase of parts if the maintenance/repair was performed by the property owner.

The adjustment is applied here would be $16,0584 for the months of November and December 2024.

Alternatives

1. City Council approve the recommendation as presented above.
2. City Council does not approve an adjustment for Sandpiper Hotel.

Staff Recommendation

For the concerned account staff **recommends** an adjustment for this location.

Attachments

Communication documents, meter profile proof of repair and adjustments documents.

Name	Acct/ Location	Adjustment	
SANDPIPER MOTEL	030436 / 171360	Submitted	11/12/2024

Averaged Consumption

Month	Amount
10/11/2024	3,700
9/6/2024	3,700
8/9/2024	4,900
7/5/2024	3,800
6/7/2024	3,200
5/10/2024	4,600
4/5/2024	2,800
3/8/2024	6,200
2/9/2024	3,400
1/5/2024	3,100
12/8/2023	4,100
11/10/2023	3,500
	47,000
Avg.	3,917

Rounded to the nearest 100 c.f.= 3,900

Dates Adjusted	Water/ Sewer Consumption	Average	Water/ Sewer Consumption Adjusted	Bill Calculator Adjusted Amounts	Full credit allowed or 1/2 credit allowed? Y or N
8-Nov	92,400	3,900	88,500		50-100%
6-Dec	263,200	3,900	259,300		50-100%
			-		
			-		

COMMERCIAL WATER ACCOUNT ADJUSTMENT	
DATE:	12/17/2024
CUSTOMER NAME:	SANDPIPER MOTEL
ACCOUNT/LOCATION:	030436 / 171360
SERVICE ADDRESS:	201 SEAWALL BLVD/ RV PARK
METER NUMBER:	221969698
METER SIZE:	2
ACTUAL CONSUMPTION READ	92,400
AVG MONTHLY CONSUMPTION:	3,900
CONSUMPTION ADJUSTMENT:	88,500
CONSUMPTION MONTH AND YEAR:	Nov-24
REASON FOR ADJUSTMENT:	LEAK OUTSIDE
MAILING ADDRESS:	515 1ST ST

Homestead Property: ☐ Listed in GCAD: ☐ Commercial Property: ☑

RESEARCH:

☑ OUTSIDE LEAK	☐ MAINTENANCE FOUND AND MADE REPAIRS WITH PARTS ON HAND
☑ AMI METER	
☑ LETTER OF REPAIR / PARTS ON HAND / PICTURES	

		AVG / NORMAL MONTH		CONSUMPTION READ/RECORDED		ADJUSTMENT
Commercial Water Tiers	Comemrcial Water Rate per 100 Cu Ft	Cubic Feet Consumed	Water Charge for Tier	Cubic Feet in Actual Reading	Calculated Water Charges	Water Charge f Tier
For Each 100 Cubic Feet	$4.29	3,900	$167.31	92,400	$3,963.96	$3,796
		Base Rate	$74.14	Base Rate	$74.14	$0
		Water Subtotal	$241.45	Water Subtotal	$4,038.10	$3,796
Commercial Sewer Tier	Commercial Sewer Rate per 100 Cu Ft	Cubic Feet Consumed	Sewer Charge for Tier	Cubic Feet in Actual Reading	Calculated Sewer Charges	Sewer Charge f Tier
Each 100 Cubic Feet of Water Metered	$3.42	3,900	$133.38	92,400	$3,160.08	$3,026
		New Base Sewer Rate	$93.39		$93.39	$0
		Sewer Subotal	$226.77		$3,253.47	$3,026
		Water and Sewer Total	$468.22		$7,291.57	$6,823
					Penalties:	$498
					Adjustment Ratio:	50-100%
					Adjusted Penalty Amount:	$3,411

Water:	Sewer:
$1,898.33	$1,513.36

TOTAL AMOUNT $3,909.86

Theresa Howard 12-17-24
Utility Billing Adjustment Specialist

Utility Billing Manager
($0 - $999)

Finance Director 1/2/25
($1,000 - $4,999)

City Manager
($5,000 & Above)

COMMERCIAL WATER ACCOUNT ADJUSTMENT	
DATE:	12/17/2024
CUSTOMER NAME:	SANDPIPER MOTEL
ACCOUNT/LOCATION:	030436 / 171360
SERVICE ADDRESS:	201 SEAWALL BLVD/ RV PARK
METER NUMBER:	221969698
METER SIZE:	2
ACTUAL CONSUMPTION READ	263,200
AVG MONTHLY CONSUMPTION:	3,900
CONSUMPTION ADJUSTMENT:	259,300
CONSUMPTION MONTH AND YEAR:	Dec-24
REASON FOR ADJUSTMENT:	LEAK OUTSIDE
MAILING ADDRESS:	515 1ST ST

Homestead Property: ☐ Listed in GCAD: ☐ Commercial Property: ☑

RESEARCH:

☑ OUTSIDE LEAK	☐ MAINTENANCE FOUND AND MADE REPAIRS WITH PARTS ON HAND
☑ AMI METER	
☑ LETTER OF REPAIR / PARTS ON HAND / PICTURES	

		AVG / NORMAL MONTH		CONSUMPTION READ/RECORDED		ADJUSTMENT
Commercial Water Tiers	Comemrcial Water Rate per 100 Cu Ft	Cubic Feet Consumed	Water Charge for Tier	Cubic Feet in Actual Reading	Calculated Water Charges	Water Charge fo Tier
For Each 100 Cubic Feet	$4 29	3,900	$167.31	263,200	$11,291 28	$11,123.
		Base Rate	$74.14	Base Rate	$74.14	$0.
		Water Subtotal	$241.45	Water Subtotal	$11,365.42	$11,123.
Commercial Sewer Tier	Commercial Sewer Rate per 100 Cu Ft	Cubic Feet Consumed	Sewer Charge for Tier	Cubic Feet in Actual Reading	Calculated Sewer Charges	Sewer Charge fo Tier
Each 100 Cubic Feet of Water Metered	$5 10	3,900	$198.90	263,200	$13,423 20	$13,224.
		New Base Sewer Rate	$93.39		$93.39	$0.
		Sewer Subotal	$292.29		$13,516.59	$13,224.
		Water and Sewer Total	$533.74		$24,882.01	$24,348.
					Penalties:	
					Adjustment Ratio:	50-100%
					Adjusted Penalty Amount:	$12,174.

Water:	Sewer:
$5,661.99	$6,612.15

TOTAL AMOUNT $12,174.14

Theresa Hanz 12-17-24.
Utility Billing Adjustment Specialist

Utility Billing Manager
($0 - $999)

Finance Director
($1,000 - $4,999)

City Manager
($5,000 & Above)

CITY OF GALVESTON

Consumption History - Detailed

Sort Order: Date

Limited to : Account No 30436 Location No 171360

Location No.	Customer No.	Customer Name	Location Address	Revenue Class	Route
171360	030436	SANDPIPER MOTEL	201 SEAWALL BLVD/ RV PARK	Commercial	001

Service	Bill Date	Rate Code	Units	SerialNo	Meter Size	Prior Read	Prior Read Date	Current Read	Current Read Date	Actual	Adjusted	Billed	Charges
Sprinklers	10/11/2024	040SPK	cu ft	221969698	2 Inch	424.00	8/6/2024	461.00	9/3/2024	3,700.00	0.00	3,700.00	372.73
Sprinklers	9/6/2024	040SPK	cu ft	221969698	2 Inch	387.00	7/5/2024	424.00	8/6/2024	3,700.00	0.00	3,700.00	372.73
Sprinklers	8/9/2024	040SPK	cu ft	221969698	2 Inch	338.00	6/5/2024	387.00	7/5/2024	4,900.00	0.00	4,900.00	488.77
Sprinklers	7/5/2024	040SPK	cu ft	221969698	2 Inch	300.00	5/8/2024	338.00	6/5/2024	3,800.00	0.00	3,800.00	382.40
Sprinklers	6/7/2024	040SPK	cu ft	221969698	2 Inch	268.00	4/8/2024	300.00	5/8/2024	3,200.00	0.00	3,200.00	324.38
Sprinklers	5/10/2024	040SPK	cu ft	221969698	2 Inch	222.00	3/9/2024	268.00	4/8/2024	4,600.00	0.00	4,600.00	459.76
Sprinklers	4/5/2024	040SPK	cu ft	221969698	2 Inch	194.00	2/8/2024	222.00	3/9/2024	2,800.00	0.00	2,800.00	285.70
Sprinklers	3/8/2024	040SPK	cu ft	221969698	2 Inch	132.00	1/9/2024	194.00	2/8/2024	6,200.00	0.00	6,200.00	614.48
Sprinklers	2/9/2024	040SPK	cu ft	221969698	2 Inch	98.00	12/10/2023	132.00	1/9/2024	3,400.00	0.00	3,400.00	343.72
Sprinklers	1/5/2024	040SPK	cu ft	221969698	2 Inch	67.00	11/10/2023	98.00	12/10/2023	3,100.00	0.00	3,100.00	314.71
Sprinklers	12/8/2023	040SPK	cu ft	221969698	2 Inch	26.00	10/11/2023	67.00	11/10/2023	4,100.00	0.00	4,100.00	411.41
Sprinklers	11/10/2023	040SPK	cu ft	10259306	2 Inch	7,339.00	9/11/2023	7,348.00	9/20/2023	3,500.00	0.00	3,500.00	353.39
				221969698	2 Inch	0.00	9/20/2023	26.00	10/11/2023				
Sprinklers	10/6/2023	040SPK	cu ft	10259306	2 Inch	7,316.00	8/12/2023	7,339.00	9/11/2023	2,300.00	0.00	2,300.00	237.35
Sprinklers	9/8/2023	040SPK	cu ft	10259306	2 Inch	7,263.00	7/13/2023	7,316.00	8/12/2023	5,300.00	0.00	5,300.00	527.45
Sprinklers	8/11/2023	040SPK	cu ft	10259306	2 Inch	7,202.00	6/13/2023	7,263.00	7/13/2023	6,100.00	0.00	6,100.00	604.81
Sprinklers	7/7/2023	040SPK	cu ft	10259306	2 Inch	7,160.00	5/16/2023	7,202.00	6/13/2023	4,200.00	0.00	4,200.00	421.08
Sprinklers	6/9/2023	040SPK	cu ft	10259306	2 Inch	7,135.00	4/14/2023	7,160.00	5/16/2023	2,500.00	0.00	2,500.00	256.69
Sprinklers	5/5/2023	040SPK	cu ft	10259306	2 Inch	7,102.00	3/15/2023	7,135.00	4/14/2023	3,300.00	0.00	3,300.00	334.05
Sprinklers	4/6/2023	040SPK	cu ft	10259306	2 Inch	7,053.00	2/13/2023	7,102.00	3/15/2023	4,900.00	0.00	4,900.00	488.77
Sprinklers	3/10/2023	040SPK	cu ft	10259306	2 Inch	7,019.00	1/14/2023	7,053.00	2/13/2023	3,400.00	0.00	3,400.00	343.72
Sprinklers	2/3/2023	040SPK	cu ft	10259306	2 Inch	6,971.00	12/15/2022	7,019.00	1/14/2023	4,800.00	0.00	4,800.00	479.10
Sprinklers	1/6/2023	040SPK	cu ft	10259306	2 Inch	6,946.00	11/15/2022	6,971.00	12/15/2022	2,500.00	0.00	2,500.00	256.69
Sprinklers	12/9/2022	040SPK	cu ft	10259306	2 Inch	6,914.00	10/16/2022	6,946.00	11/15/2022	3,200.00	0.00	3,200.00	324.38
Sprinklers	11/10/2022	040SPK	cu ft	10259306	2 Inch	6,886.00	9/16/2022	6,914.00	10/16/2022	2,800.00	0.00	2,800.00	285.70
Sprinklers	10/7/2022	040SPK	cu ft	10259306	2 Inch	6,864.00	8/17/2022	6,886.00	9/16/2022	2,200.00	0.00	2,200.00	227.66
Sprinklers	9/9/2022	040SPK	cu ft	10259306	2 Inch	6,826.00	7/17/2022	6,864.00	8/17/2022	3,800.00	0.00	3,800.00	382.40
Sprinklers	8/5/2022	040SPK	cu ft	10259306	2 Inch	6,768.00	6/18/2022	6,826.00	7/17/2022	5,800.00	0.00	5,800.00	575.80
Sprinklers	7/8/2022	040SPK	cu ft	10259306	2 Inch	6,720.00	5/19/2022	6,768.00	6/18/2022	4,800.00	0.00	4,800.00	479.10
Sprinklers	6/10/2022	040SPK	cu ft	10259306	2 Inch	6,687.00	4/20/2022	6,720.00	5/19/2022	3,300.00	0.00	3,300.00	334.05
Sprinklers	5/6/2022	040SPK	cu ft	10259306	2 Inch	6,647.00	3/20/2022	6,687.00	4/20/2022	4,000.00	0.00	4,000.00	401.74
Sprinklers	4/8/2022	040SPK	cu ft	10259306	2 Inch	6,609.00	2/17/2022	6,647.00	3/20/2022	3,800.00	0.00	3,800.00	382.40
Sprinklers	3/11/2022	040SPK	cu ft	10259306	2 Inch	6,577.00	1/20/2022	6,609.00	2/17/2022	3,200.00	0.00	3,200.00	324.38
Sprinklers	2/4/2022	040SPK	cu ft	10259306	2 Inch	6,541.00	12/20/2021	6,577.00	1/20/2022	3,600.00	0.00	3,600.00	363.06
Sprinklers	1/7/2022	040SPK	cu ft	10259306	2 Inch	6,508.00	11/21/2021	6,541.00	12/20/2021	3,300.00	0.00	3,300.00	334.05
Sprinklers	12/10/2021	040SPK	cu ft	10259306	2 Inch	6,477.00	10/22/2021	6,508.00	11/21/2021	3,100.00	0.00	3,100.00	314.71
Sprinklers	11/5/2021	040SPK	cu ft	10259306	2 Inch	6,444.00	9/22/2021	6,477.00	10/22/2021	3,300.00	0.00	3,300.00	334.05
Sprinklers	10/8/2021	040SPK	cu ft	10259306	2 Inch	6,412.00	8/24/2021	6,444.00	9/22/2021	3,200.00	0.00	3,200.00	324.38
Sprinklers	9/10/2021	040SPK	cu ft	10259306	2 Inch	6,366.00	7/23/2021	6,412.00	8/24/2021	4,600.00	0.00	4,600.00	459.76
Sprinklers	8/6/2021	040SPK	cu ft	10259306	2 Inch	6,281.00	6/23/2021	6,366.00	7/23/2021	8,500.00	0.00	8,500.00	836.89
Sprinklers	7/9/2021	040SPK	cu ft	10259306	2 Inch	6,232.00	5/25/2021	6,281.00	6/23/2021	4,900.00	0.00	4,900.00	488.77
Sprinklers	6/11/2021	040SPK	cu ft	10259306	2 Inch	6,187.00	4/23/2021	6,232.00	5/25/2021	4,500.00	0.00	4,500.00	450.09
Sprinklers	5/7/2021	040SPK	cu ft	10259306	2 Inch	6,145.00	3/24/2021	6,187.00	4/23/2021	4,200.00	0.00	4,200.00	421.08
Sprinklers	4/9/2021	040SPK	cu ft	10259306	2 Inch	6,094.00	2/21/2021	6,145.00	3/24/2021	5,100.00	0.00	5,100.00	508.11
Sprinklers	3/5/2021	040SPK	cu ft	10259306	2 Inch	6,056.00	1/21/2021	6,094.00	2/21/2021	3,800.00	0.00	3,500.00	353.39
Sprinklers	2/5/2021	040SPK	cu ft	10259306	2 Inch	6,021.00	12/20/2020	6,056.00	1/21/2021	3,500.00	0.00	3,500.00	353.39
Sprinklers	1/8/2021	040SPK	cu ft	10259306	2 Inch	5,990.00	11/20/2020	6,021.00	12/20/2020	3,100.00	0.00	3,100.00	314.71

Service	Units	Rate Code	Actual	Adjusted	Billed	Charges
Sprinklers	cu ft	040SPK	181,900.00	0.00	181,600.00	18,247.96
Total Sprinklers - cu ft			**181,900.00**	**0.00**	**181,600.00**	**18,247.96**

CITY OF GALVESTON

Consumption History - Detailed

Sort Order: Date

Limited to : Account No 30436 Location No 171360

Location No. / Service	Customer No. / Bill Date	Rate Code	Customer Name / Units	SerialNo	Meter Size	Location Address / Prior Read	Prior Read Date	Current Read	Current Read Date	Revenue Class / Actual	Adjusted	Route / Billed	Charges
171360	030436		SANDPIPER MOTEL			201 SEAWALL BLVD/ RV PARK				Commercial		001	
Water	12/6/2024	540WAT	cu ft	221969698	2 Inch	1,385.00	10/2/2024	4,017.00	11/2/2024	263,200.00	0.00	263,200.00	11,365.42
Water	11/8/2024	540WAT	cu ft	221969698	2 Inch	461.00	9/3/2024	1,385.00	10/2/2024	92,400.00	0.00	92,400.00	4,038.10

Service	Units	Rate Code	Actual	Adjusted	Billed	Charges
Water	cu ft	540WAT	355,600.00	0.00	355,600.00	15,403.52
Total Water - cu ft			**355,600.00**	**0.00**	**355,600.00**	**15,403.52**

Customer: 030436

SANDPIPER MOTEL
515 1ST ST
GALVESTON, TX 77550-5769

Current - Shutoff

Balance:		$28,108.29
Shutoff:		$4,982.02
Last billed:	12/6/2024	$28,108.29
Due date:	1/6/2025	
Last pmnt:	12/3/2024	$2,490.67

Location: 171360

201 SEAWALL BLVD/ RV PARK
GALVESTON, TX 77550

Cycle:	1A
Route:	001 - 1
Class:	Commercial
Desc:	
Parcel No.:	
Owner:	SANDPIPER MOTEL

Customer | Contacts | Location | Notes | History | Usage | Demographics | Service Orders | Arrangements | Special Conditions | Audit

Note

Created by: Theresa Howard - 11/5/2024
Last changed by: Theresa Howard - 11/6/2024

Note Level	Note Type	Note Subject	Date Created	Message Center	Payment Center	Grace Date	Note Used For	Expiration Date
Account	General	adj request	11/13/2024 2:53 PM	☐	☐			
Account	General	water - sewer	11/6/2024 3:49 PM	☐	☐			
Customer	General	this account loc...	11/5/2024 10:31 AM	☐	☐			
Account	General	drainage fee	9/26/2024 9:34 AM	☐	☐			
Account	Bill Note	Statements Emai...	8/24/2021 3:14 PM	☐	☐			
Account	New Service C...	New Service Co...	8/29/2011 2:51 PM	☐	☐			
Location	Meter Comments	Meter Comments	12/28/2011 11:24 AM	☐	☐			

Note:

this account location 171360 has extreme usage / reviewed accounts / 2 account rate code sprinkler and the account indicated pool is rate code water and sewer / called and spoke to freddy maintenance he stated there is 1 sprinkler, 1 domestic and 1 for the pool / issued a meet with customer for 11/6 / is possible that one of the meters (domestic) may get changed to water-sewer / has been advised meter for 201 SEAWALL BLVD/ RV PARK is detecting a leak

it has been confirmed that this location 171360 is a domestic meter / made the rate change to the account sprinkler changed to water and added sewer / per tech 193 freddie is aware of the leak and does know its location

Attachments:

Type	Description	Filename

Back | Refresh | Add | Move | $ Payment | Misc Fee | Transfer Balance | Schedule Final | Process Bills | Save | Clear

City of Galveston, Utility Billing
P.O. Box 779
Galveston, TX 77553
Email: waterbillingquestions@galvestontx.gov

ADJUSTMENT REQUEST

To determine if you qualify for an adjustment, answer the questions below. Attach plumber's receipts or receipts for any plumbing materials purchased. All areas marked with a red * are required fields and must be provided to be considered for an adjustment.

* CUSTOMER NAME: SANDPIPER RV RESORT	ACCOUNT NUMBER: 030436
* SERVICE ADDRESS: 201 SEAWALL BLVD	LOCATION NUMBER: 171360
EMAIL ADDRESS: sndpipr325@aol.com	* PHONE NUMBER: 409-765-9409 (o)

* DATE OF OCCURRENCE: 11/4/24

* DATE OF REPAIR: 11/4/24

* DISPUTED MONTHS: Sept/Oct 2024

- ☐ TOILET
- ☐ BATHTUB
- ☒ OUTSIDE PIPES (UNDER HOUSE)
- ☐ POOL
- ☐ UNEXPLAINED
- ☐ FAUCET (BATHROOM/KITCHEN)
- ☐ INSIDE PIPES
- ☐ SPRINKLER
- ☐ METER

*** Please explain, in detail, the nature of problem:**

Nov 4, 2024 notified by City we had a Big leak somewhere. It was underground. Not visible to the eye. Leak found tower #7. Immediate repairs (see photos). Used materials on hand.

Cause: Hurricane Beryl 7/7/24 flooded the park with 8' tidal surge. Rapidly receding tide water created underground hydraulic flush. Normal leaks seen by surface water pooling

Dry weather Aug-Oct lowered water table,causing water to leak below, undetected. (attach)

Please turn Page 2

Pool Fill:

* Starting Read:	* Date:	* Ending Read:	* Date:

* CUSTOMER SIGNATURE	* DATE: 11-12-2024

The water leaked into the sand and did not pool on the surface.

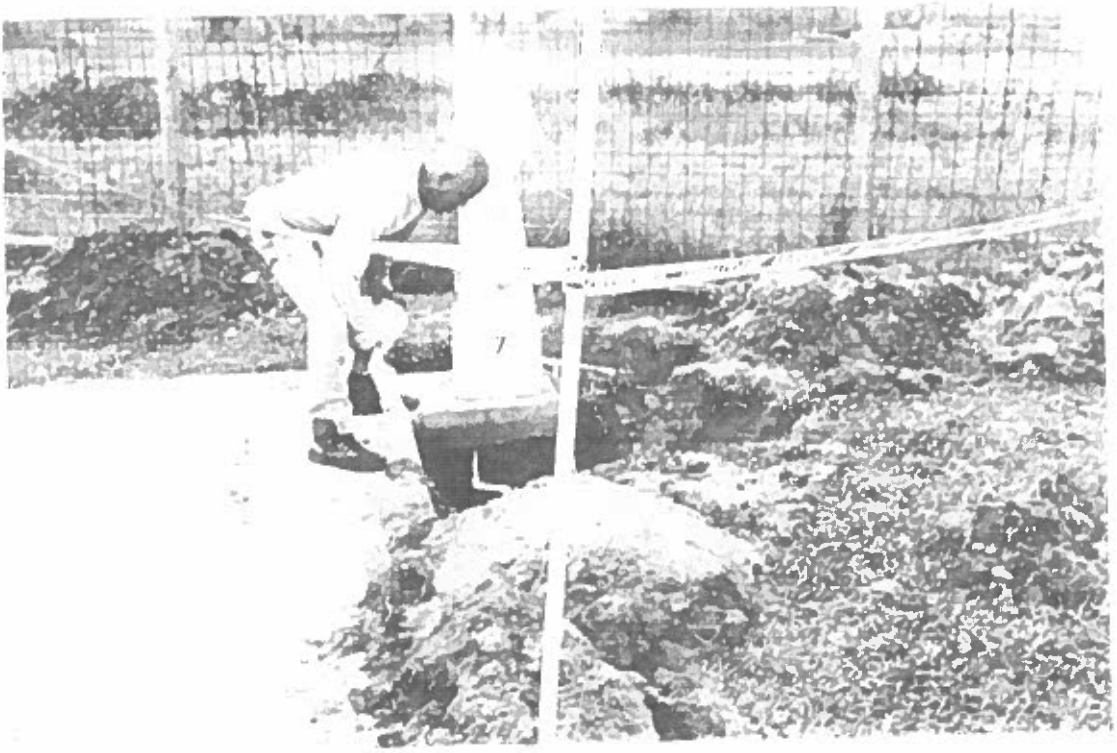
July, 2024 had 17" rain. Normal is 11".

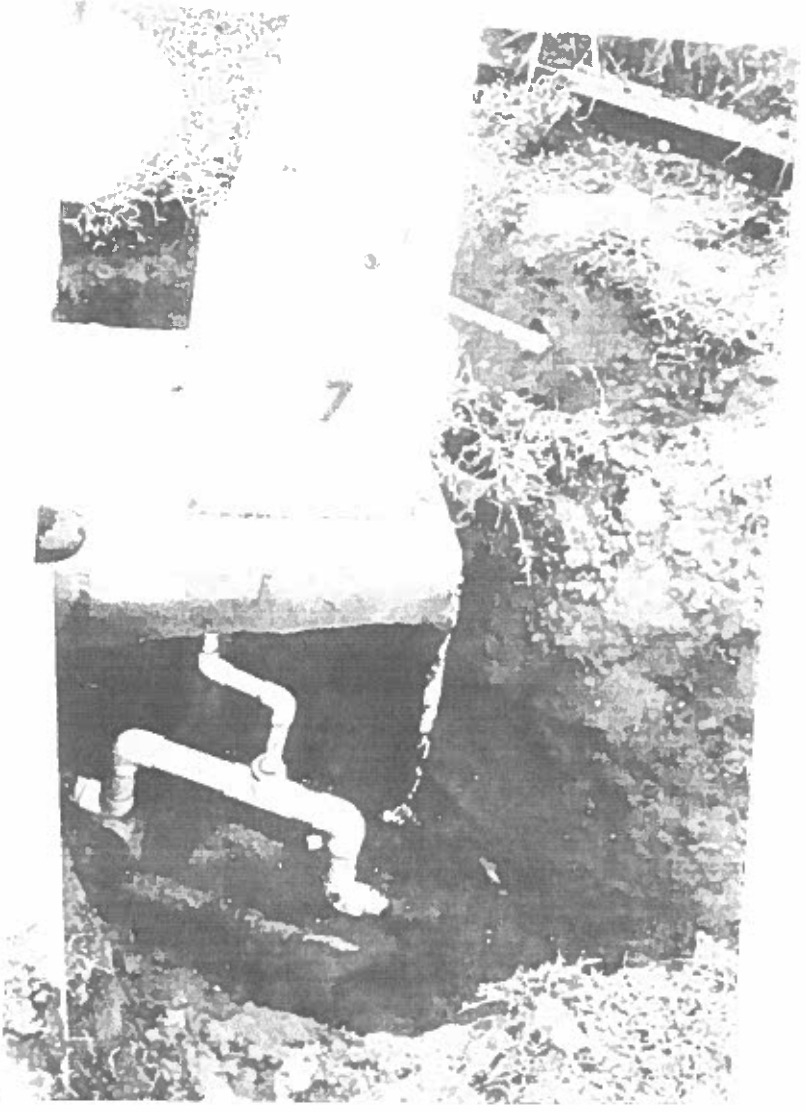
Aug-Oct 9.81 total. Normal is 15".

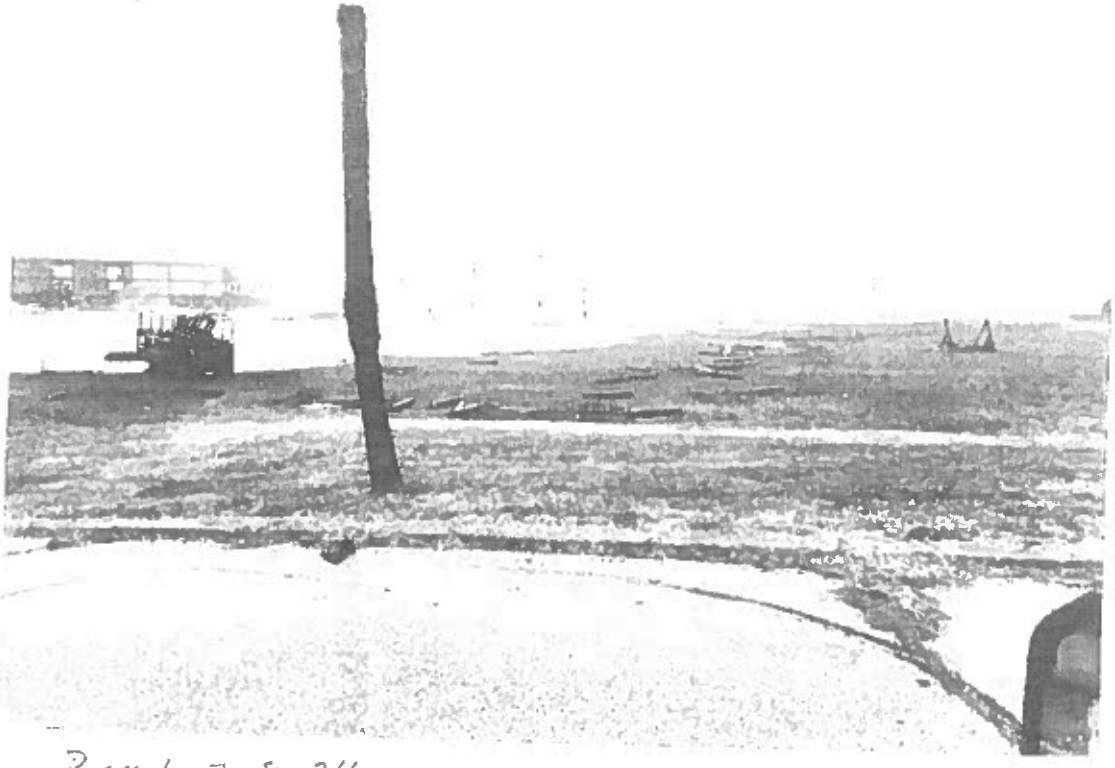
Additionally the Utility billing is 2 months behind reading the meter. We could have caught it sooner on the bill. Eye on Water.com will be a great benefit for our independent monitoring going forward.

Another scenario is that 4" fence posts from Stewart Beach were loose during Hurricane Beryl. Numerous posts entered our park with the tide water. (see attached photos) They were banging into our park towers for hours during the tidal event. Tower #7 could have been knocked loose and the plumbing affected.

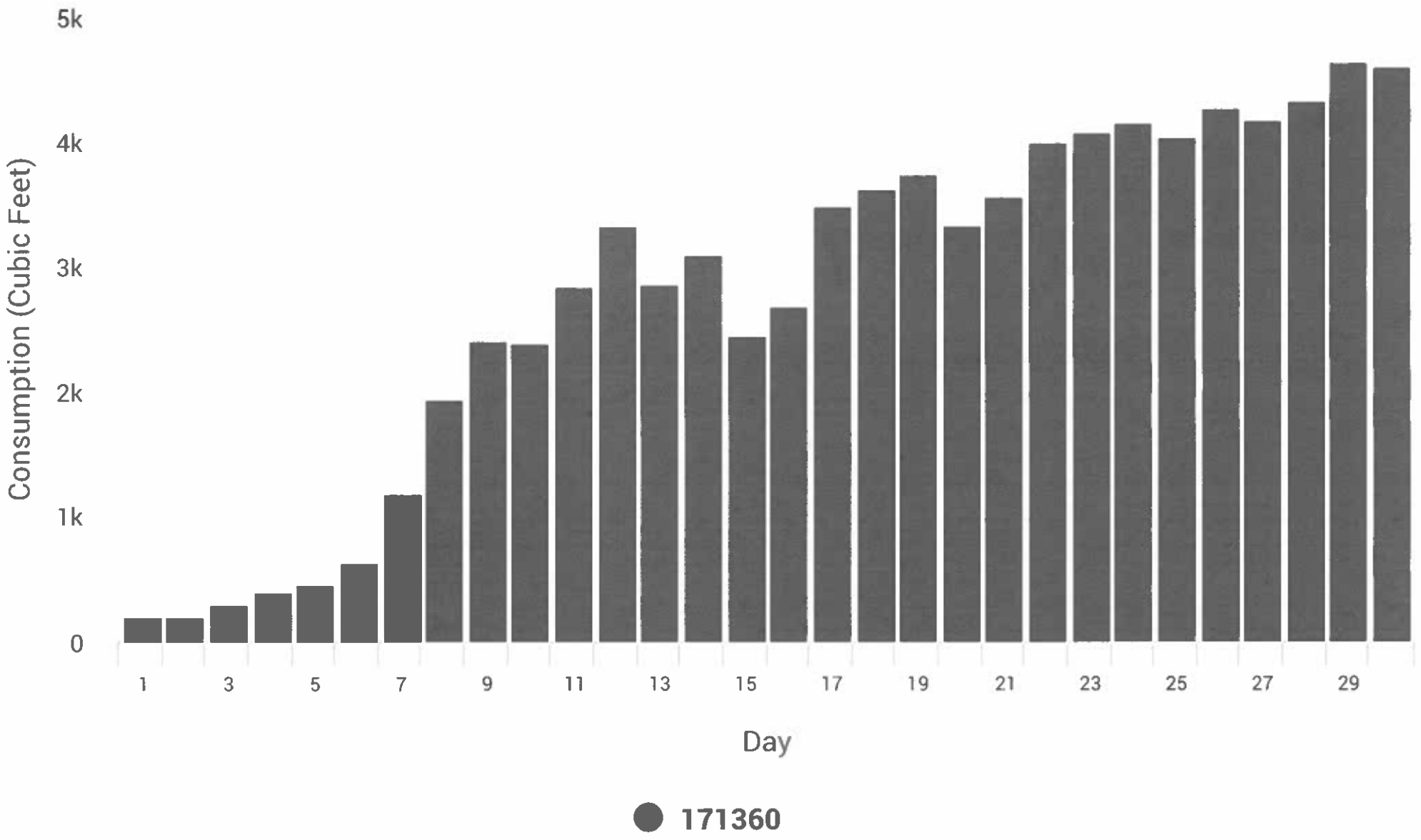
We hope this request will be approved. We are a good neighbor at Stewart Beach. And have a 62 year history at Stewart Beach. We are consistently on time with all our tax and utility payments.

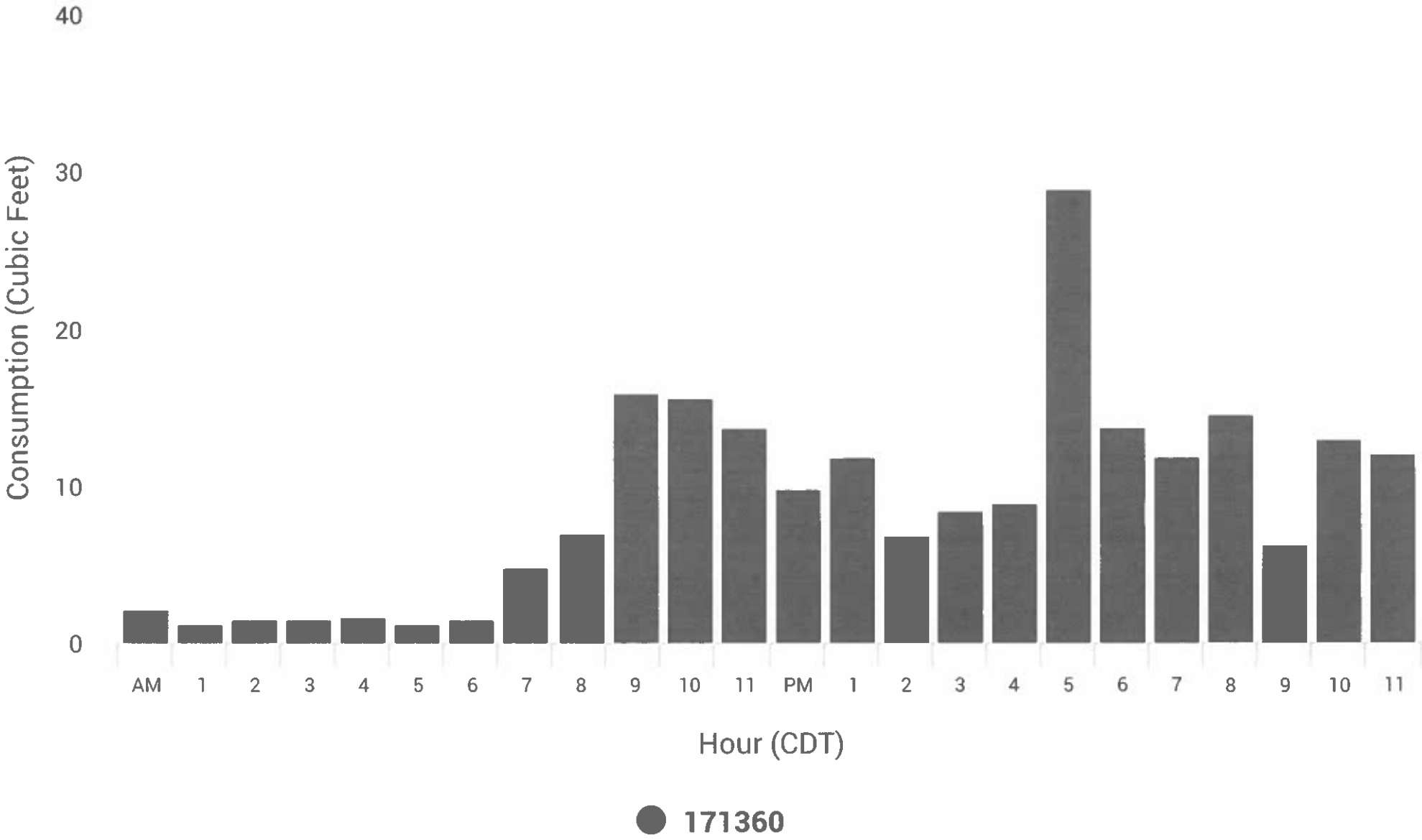


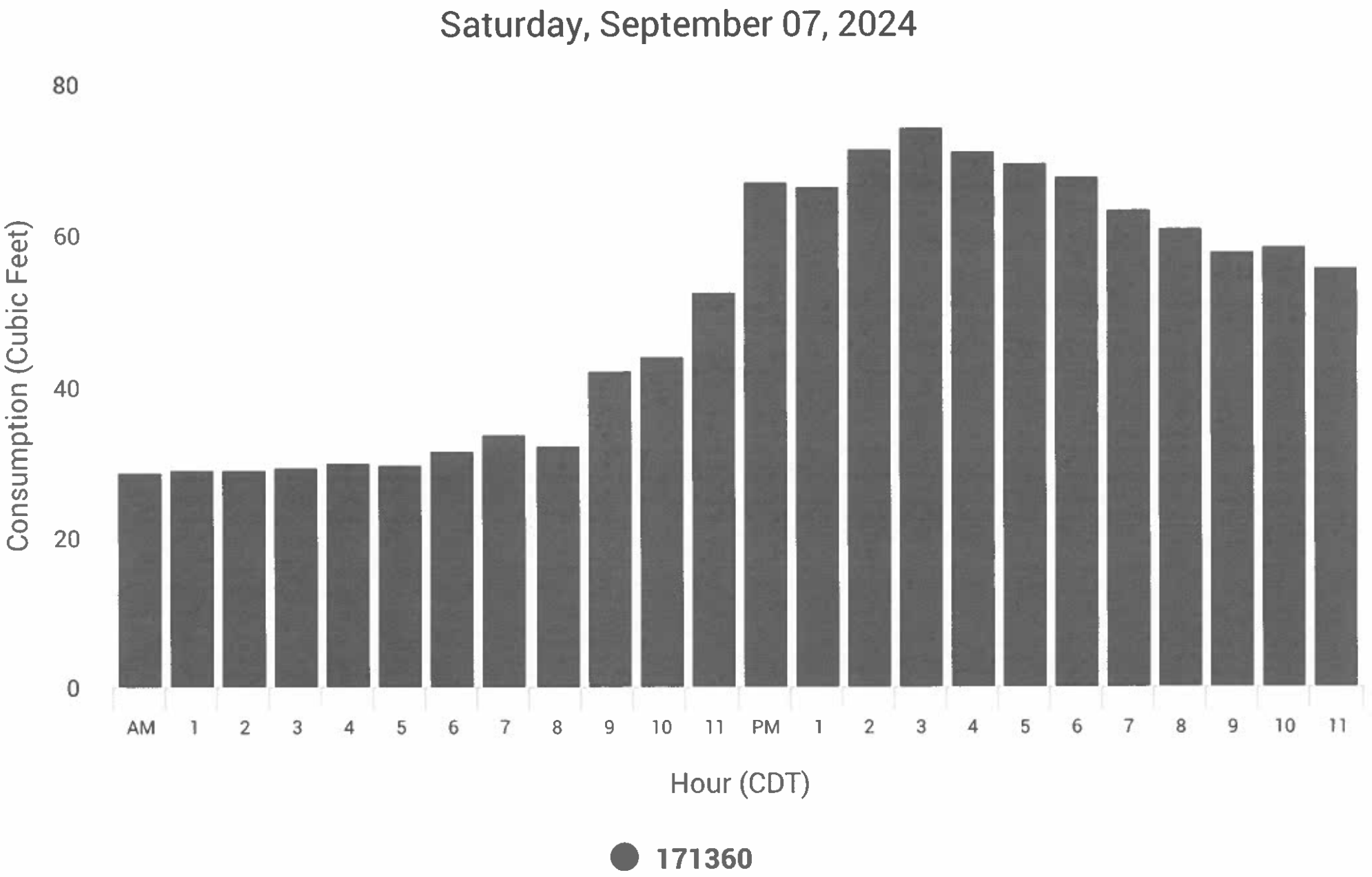


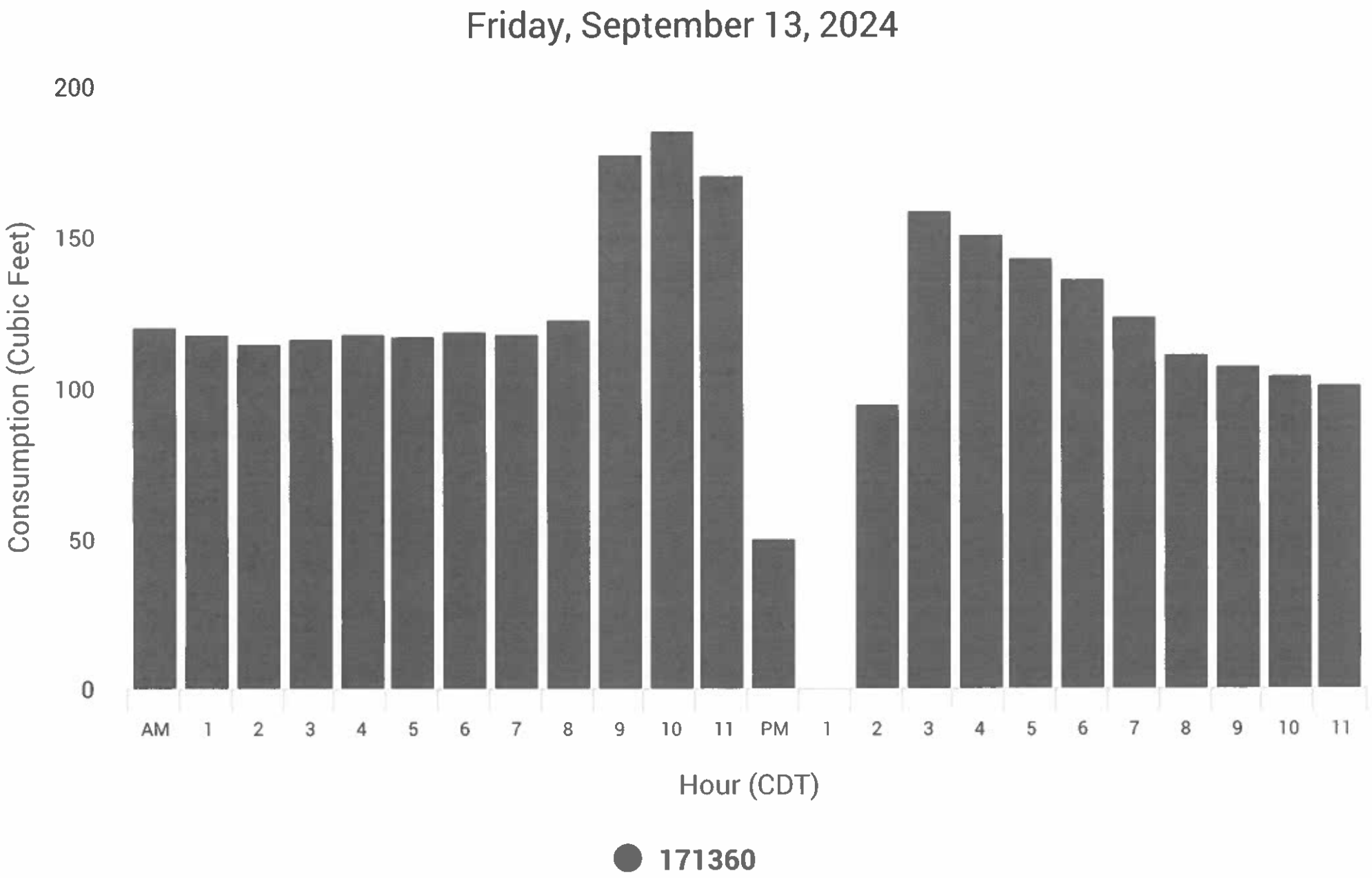


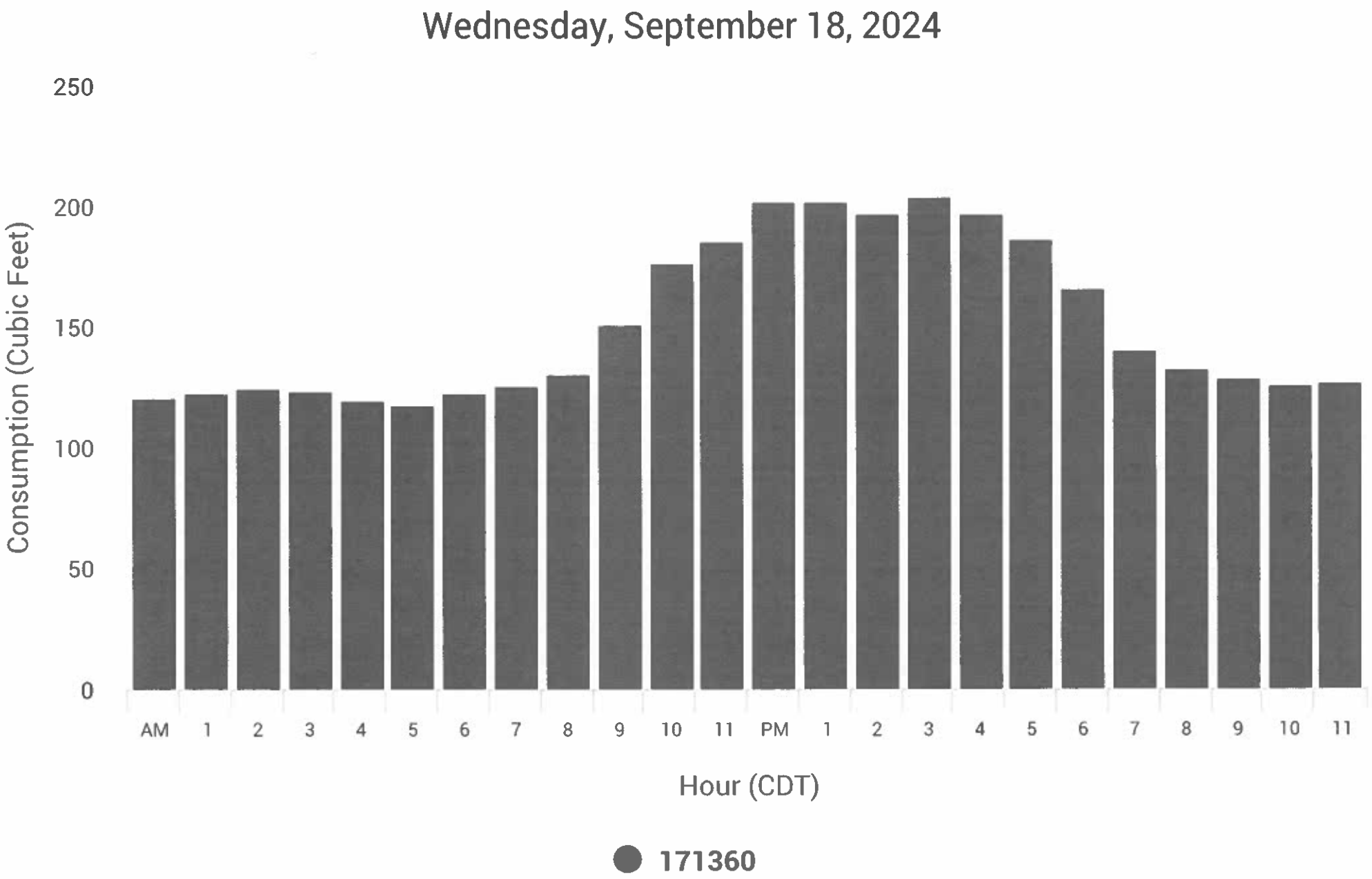
Beryl 7-8-24

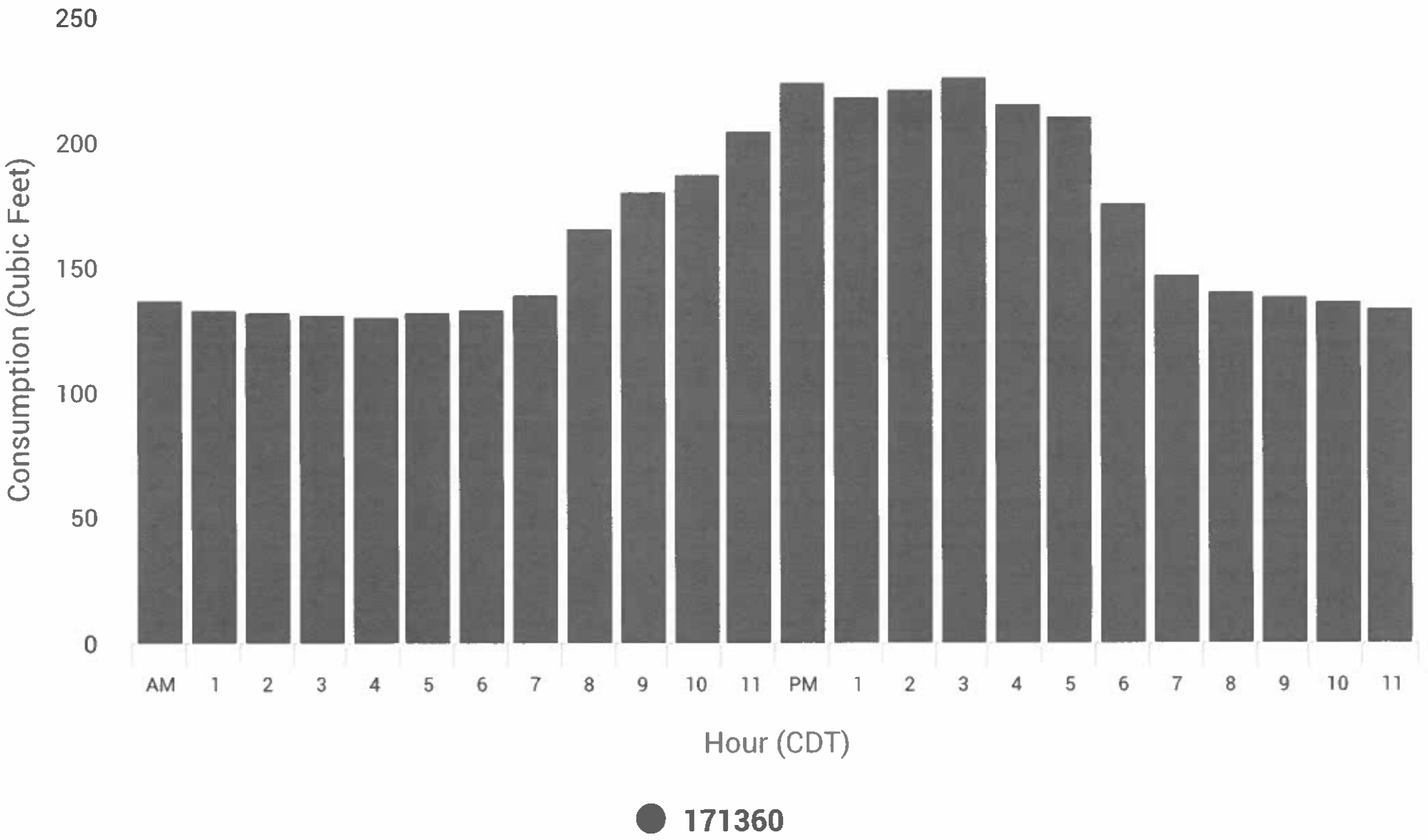

Daily for September 2024
Consumption (Cubic Feet)
5k
4k
3k
2k
1k
0
1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
Day
171360

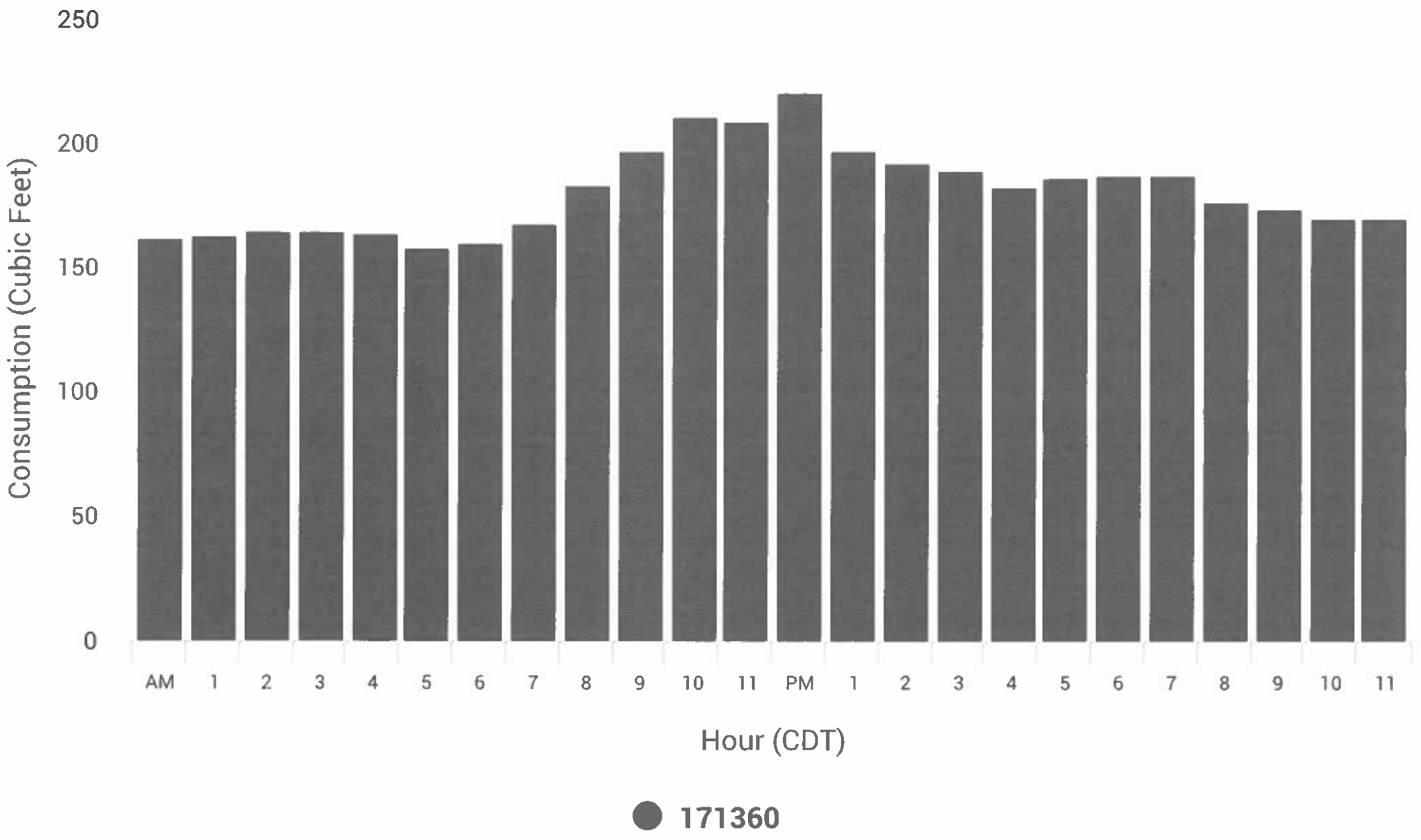

Sunday, September 01, 2024
40
30
20
10
0
Consumption (Cubic Feet)
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CDT)
171360

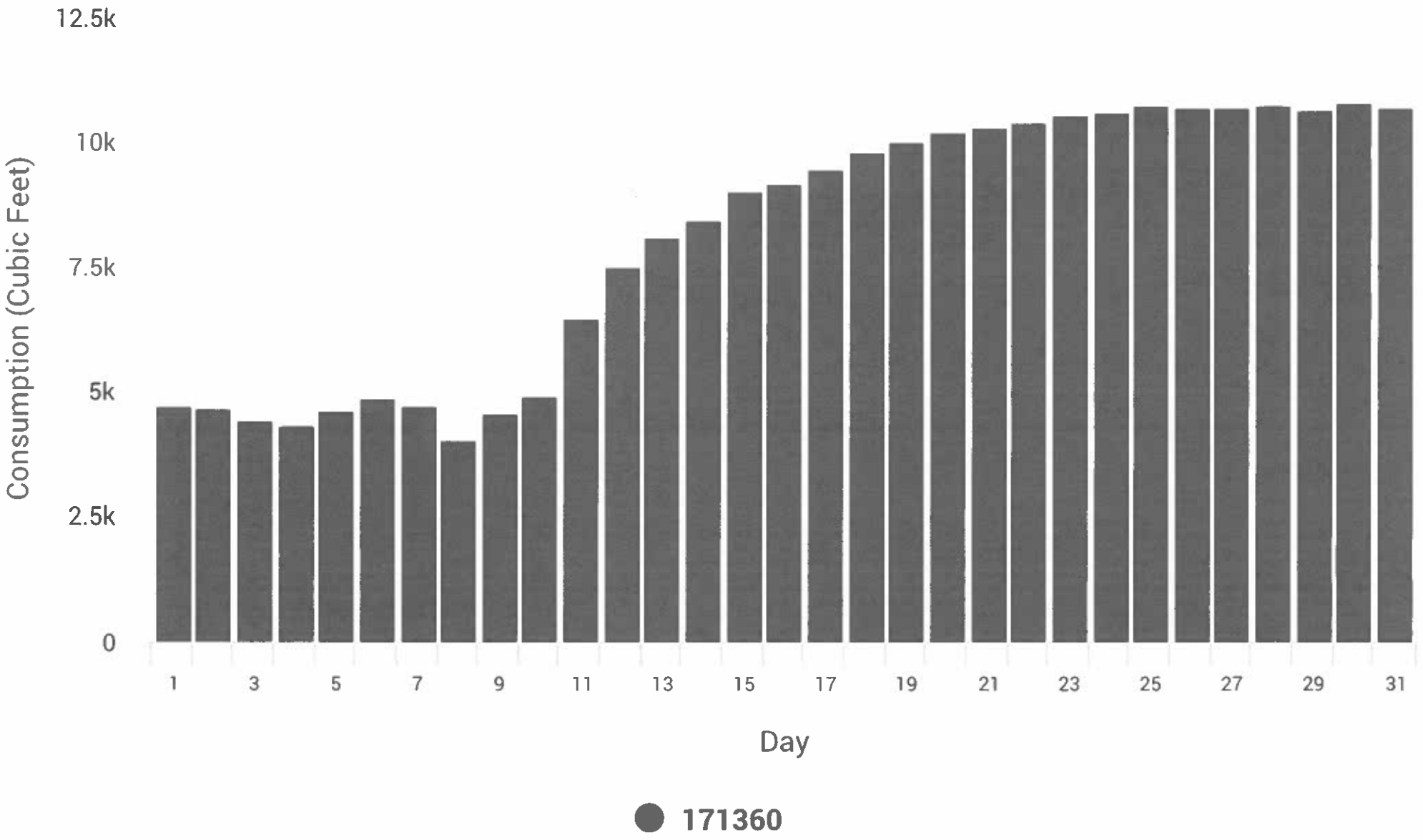

Saturday, September 07, 2024
80
60
40
20
0
Consumption (Cubic Feet)
AM
1
2
3
4
5
6
7
8
9
10
11
PM
1
2
3
4
5
6
7
8
9
10
11
Hour (CDT)
171360

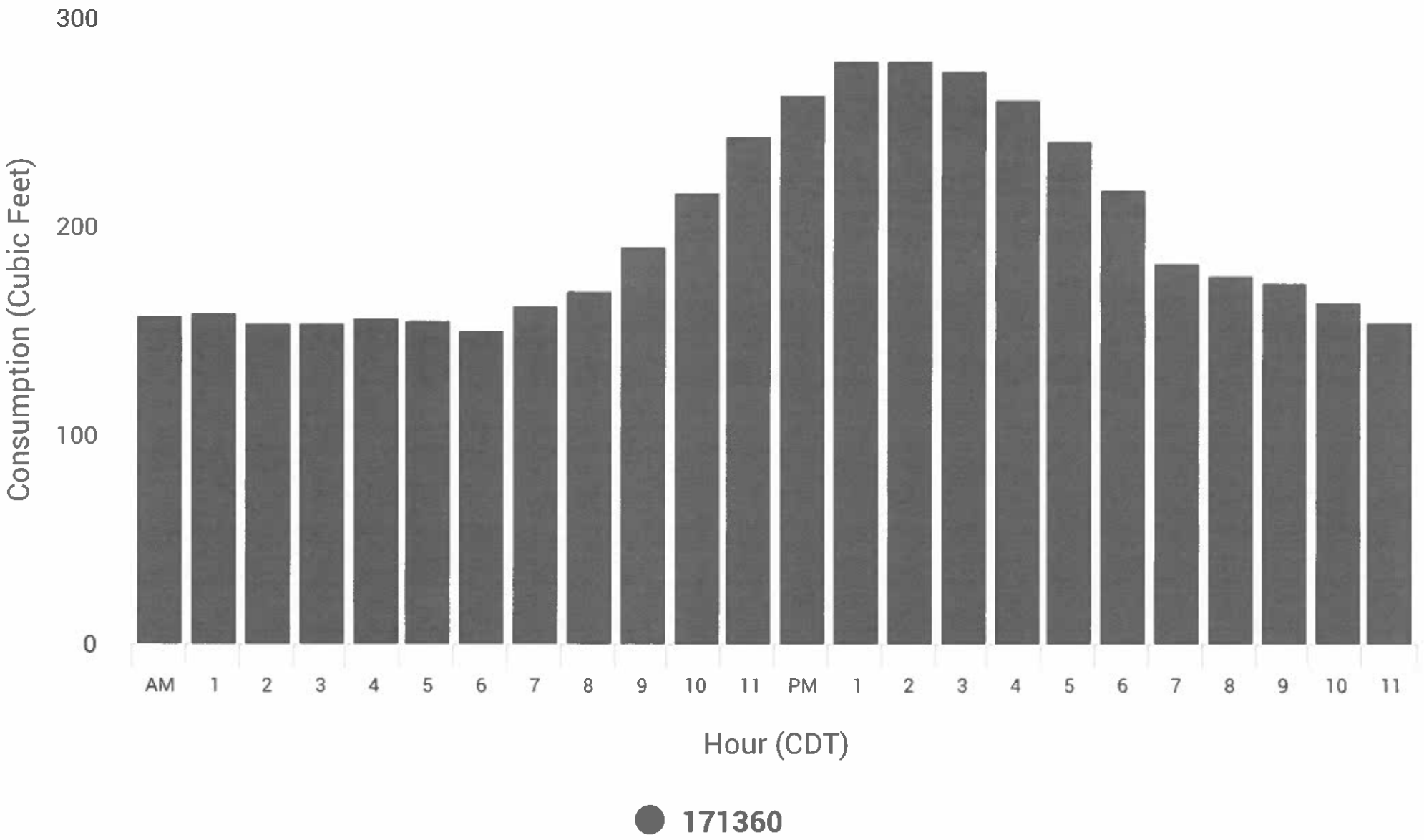

Friday, September 13, 2024
200
150
100
50
0
Consumption (Cubic Feet)
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CDT)
171360

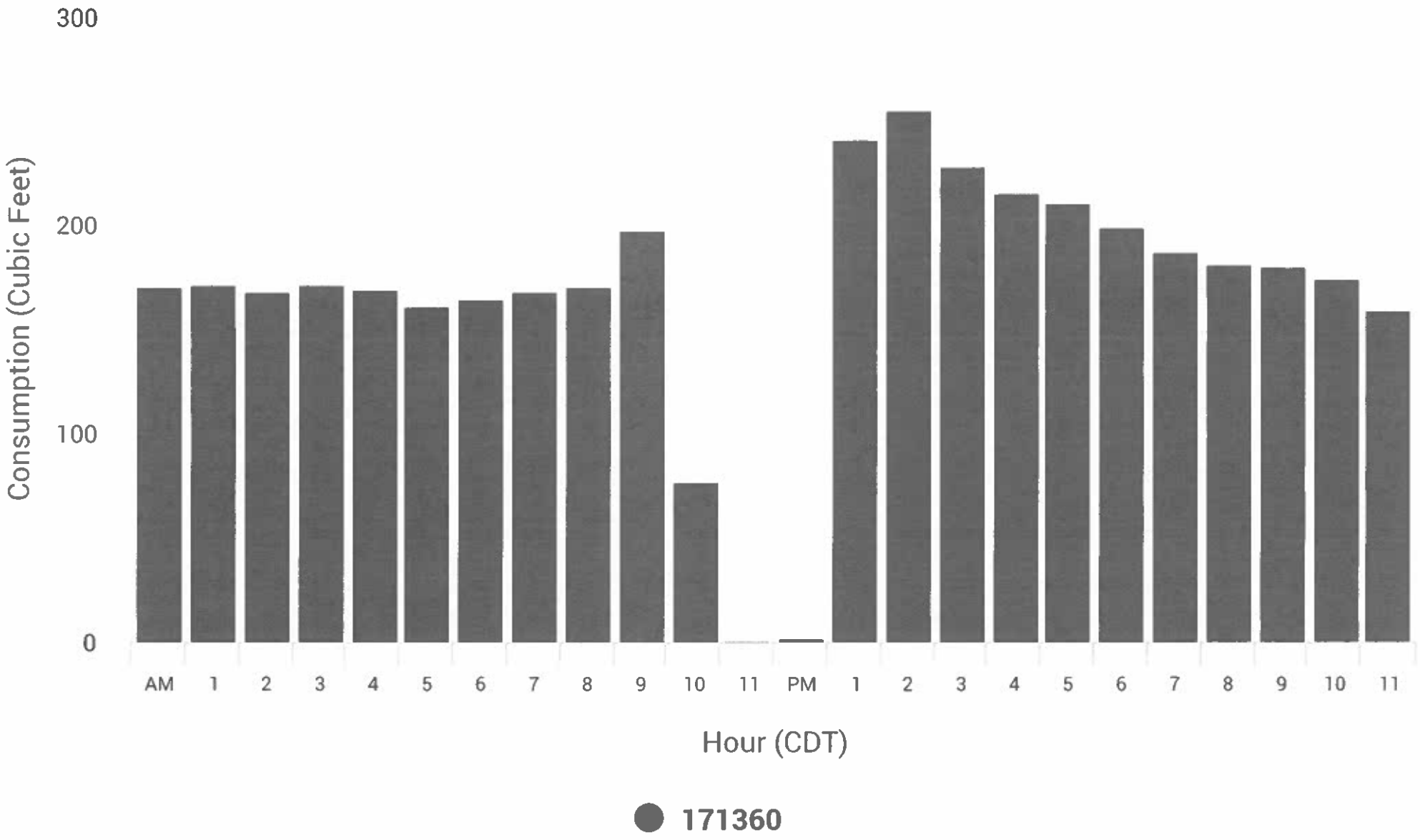

Wednesday, September 18, 2024
250
200
150
100
50
0
Consumption (Cubic Feet)
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CDT)
171360

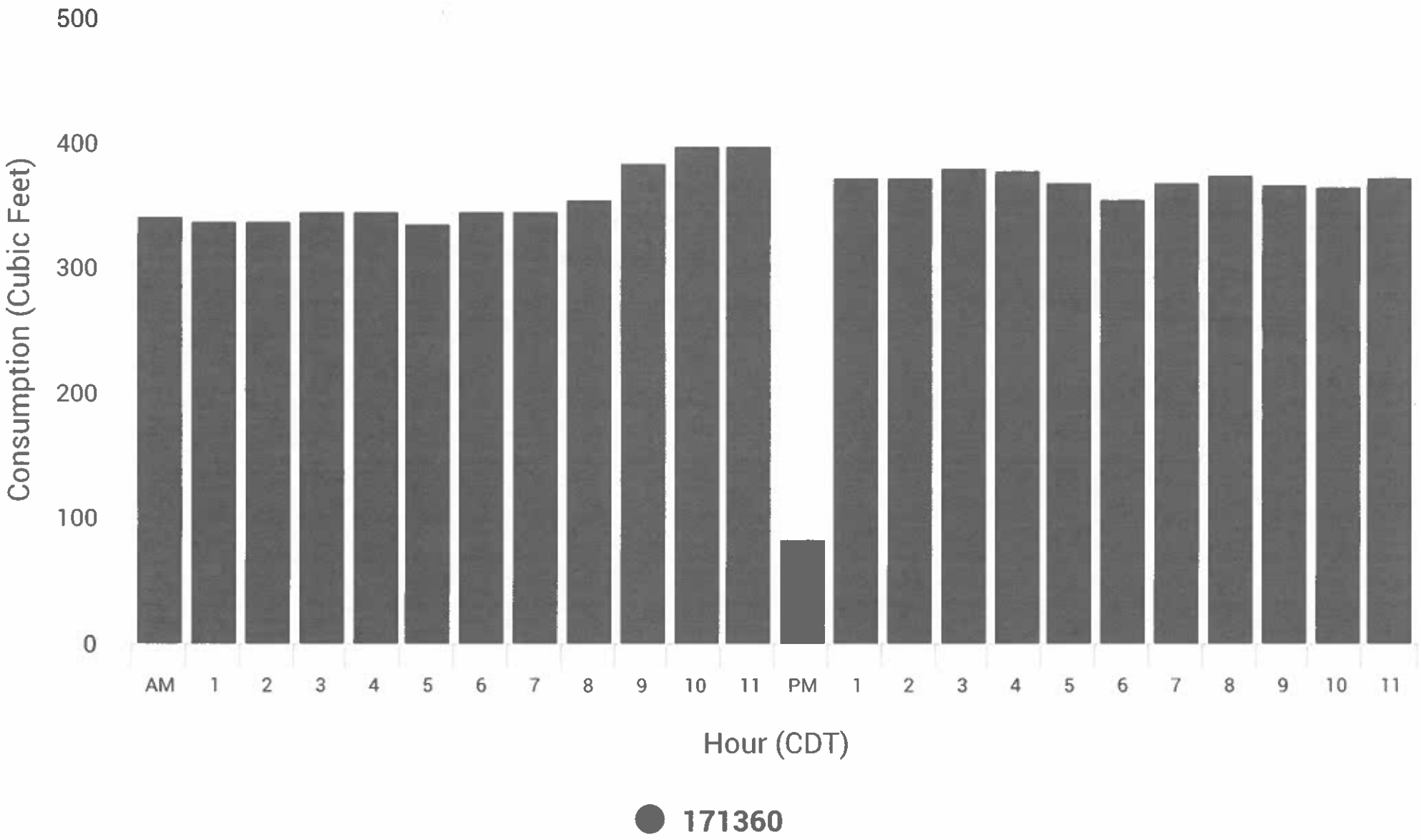

Sunday, September 22, 2024
250
200
150
100
50
0
Consumption (Cubic Feet)
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CDT)
171360


Saturday, September 28, 2024
250
200
150
100
50
0
Consumption (Cubic Feet)
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CDT)
171360


Daily for October 2024
12.5k
10k
7.5k
5k
2.5k
0
Consumption (Cubic Feet)
1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
31
Day
171360


Tuesday, October 01, 2024
300
200
100
0
Consumption (Cubic Feet)
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CDT)
171360


Tuesday, October 08, 2024
300
200
100
0
Consumption (Cubic Feet)
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CDT)
171360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Hour (CDT)
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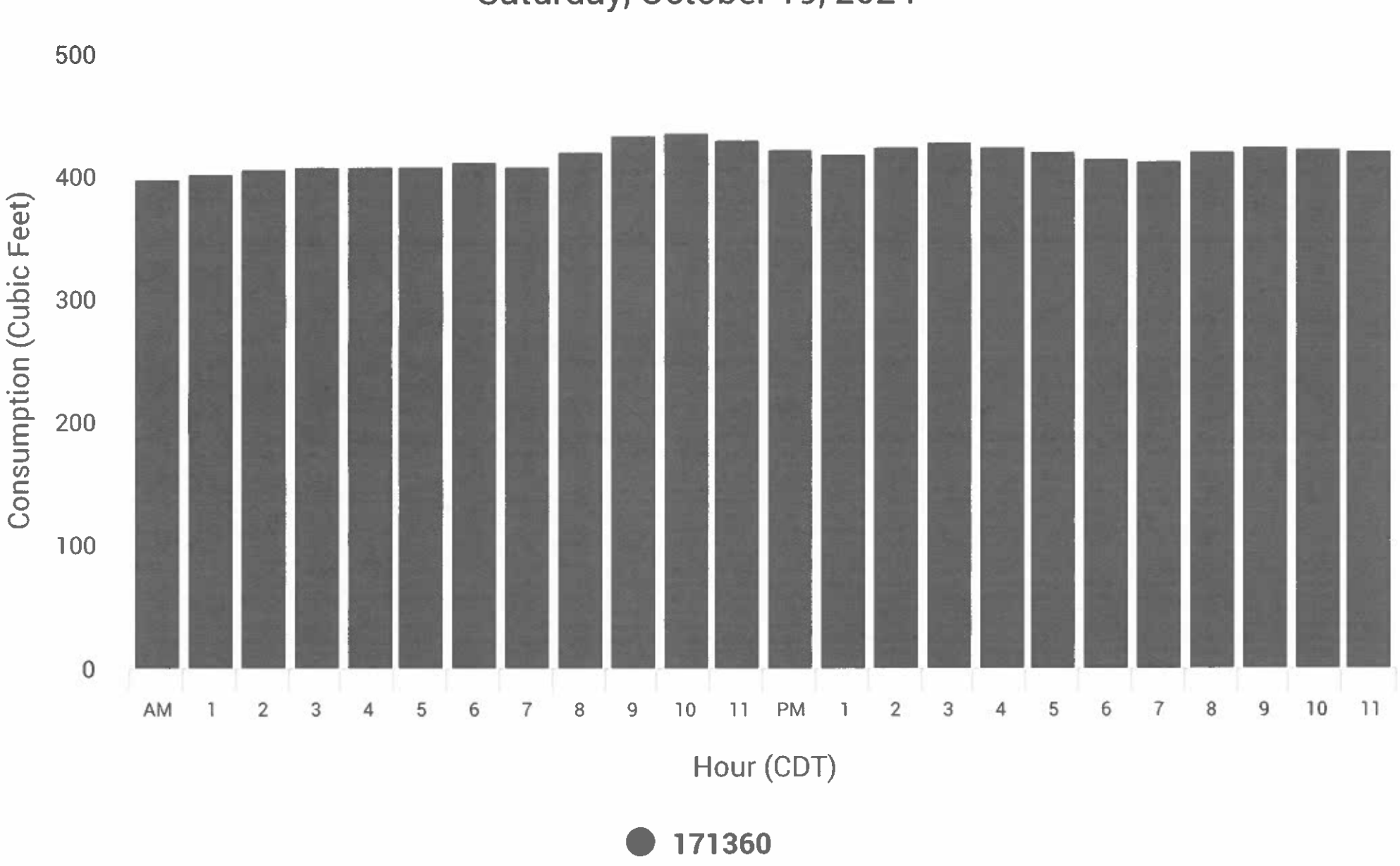
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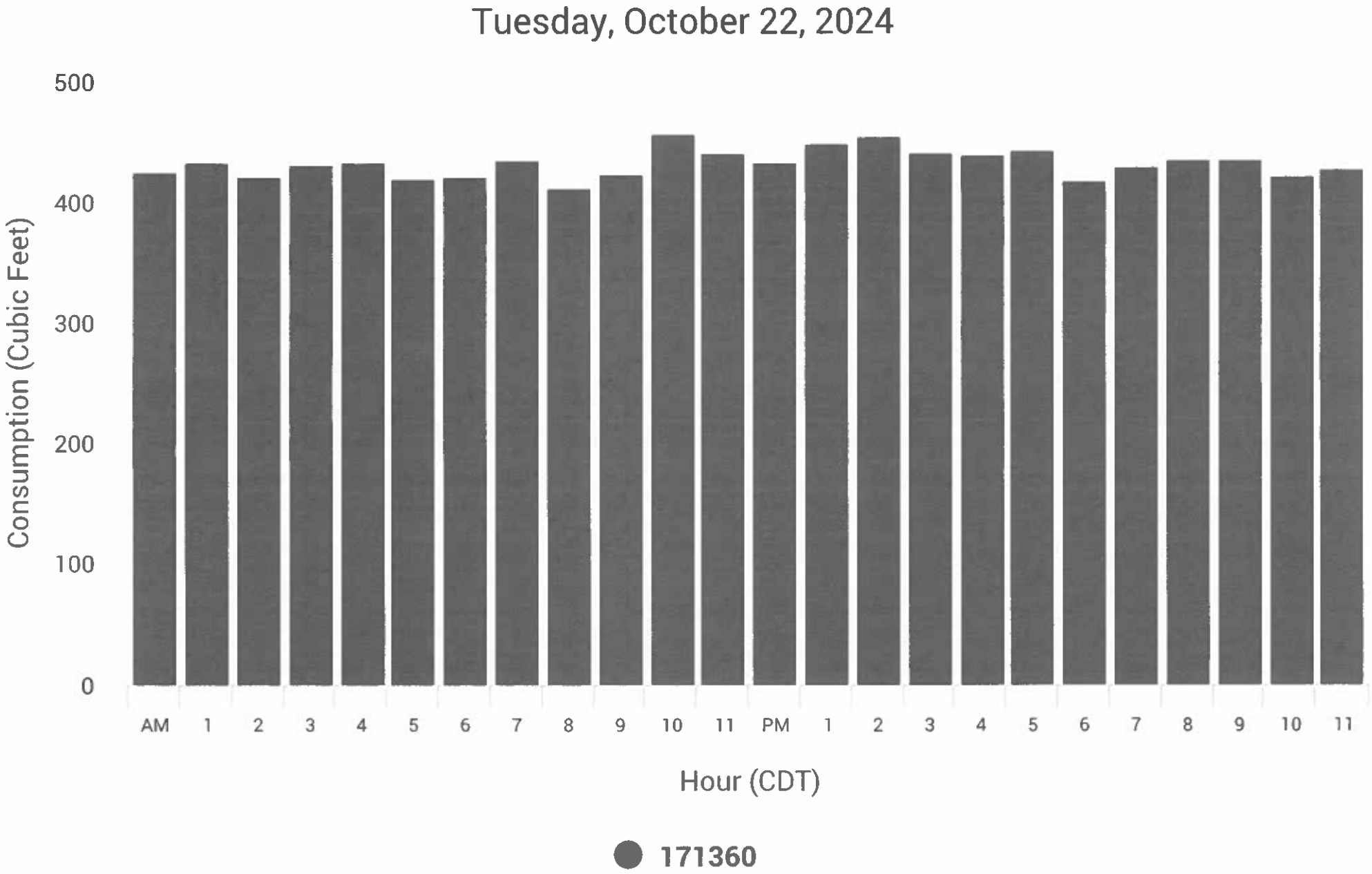
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Hour (CDT)
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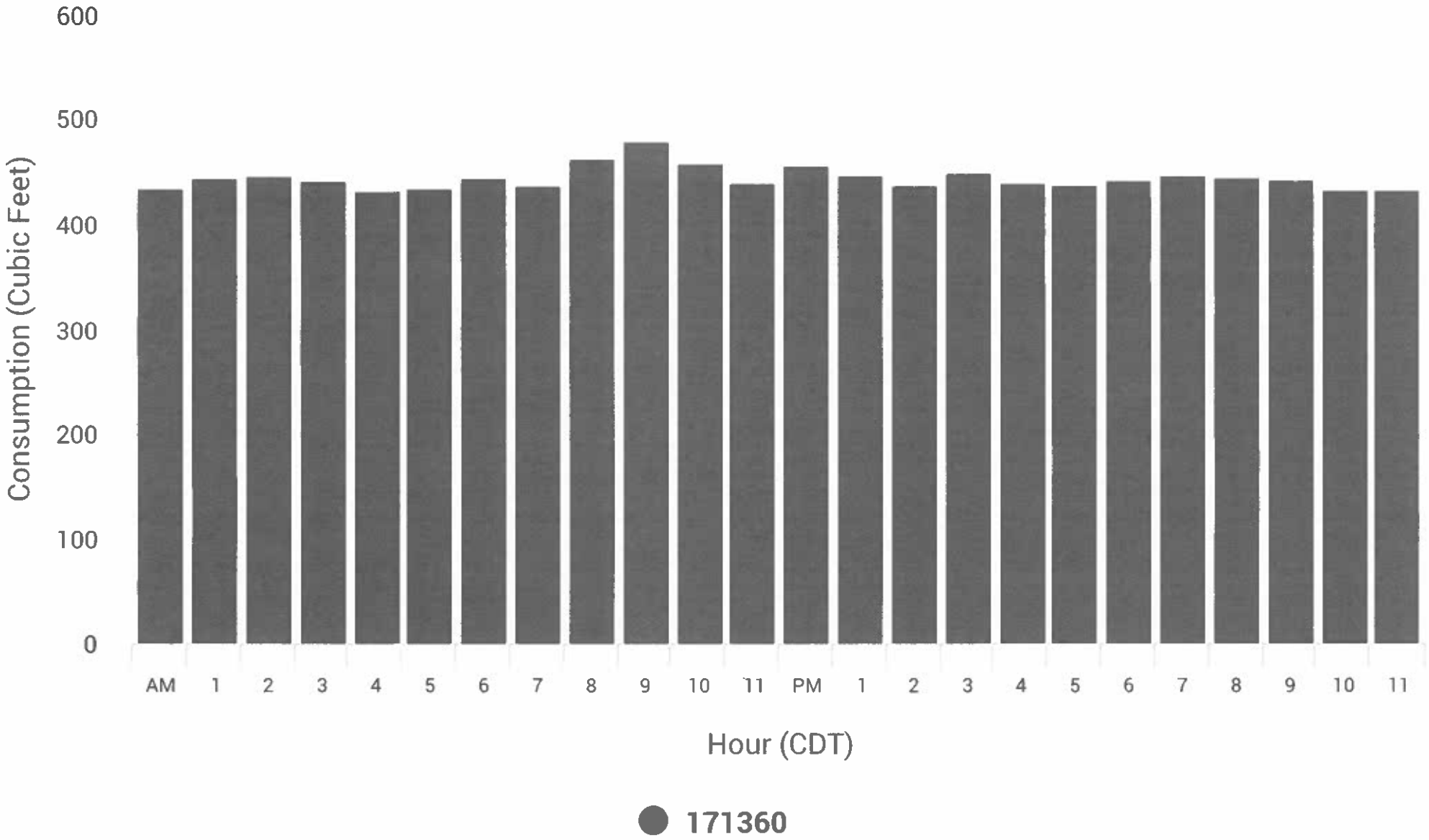
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Hour (CDT)
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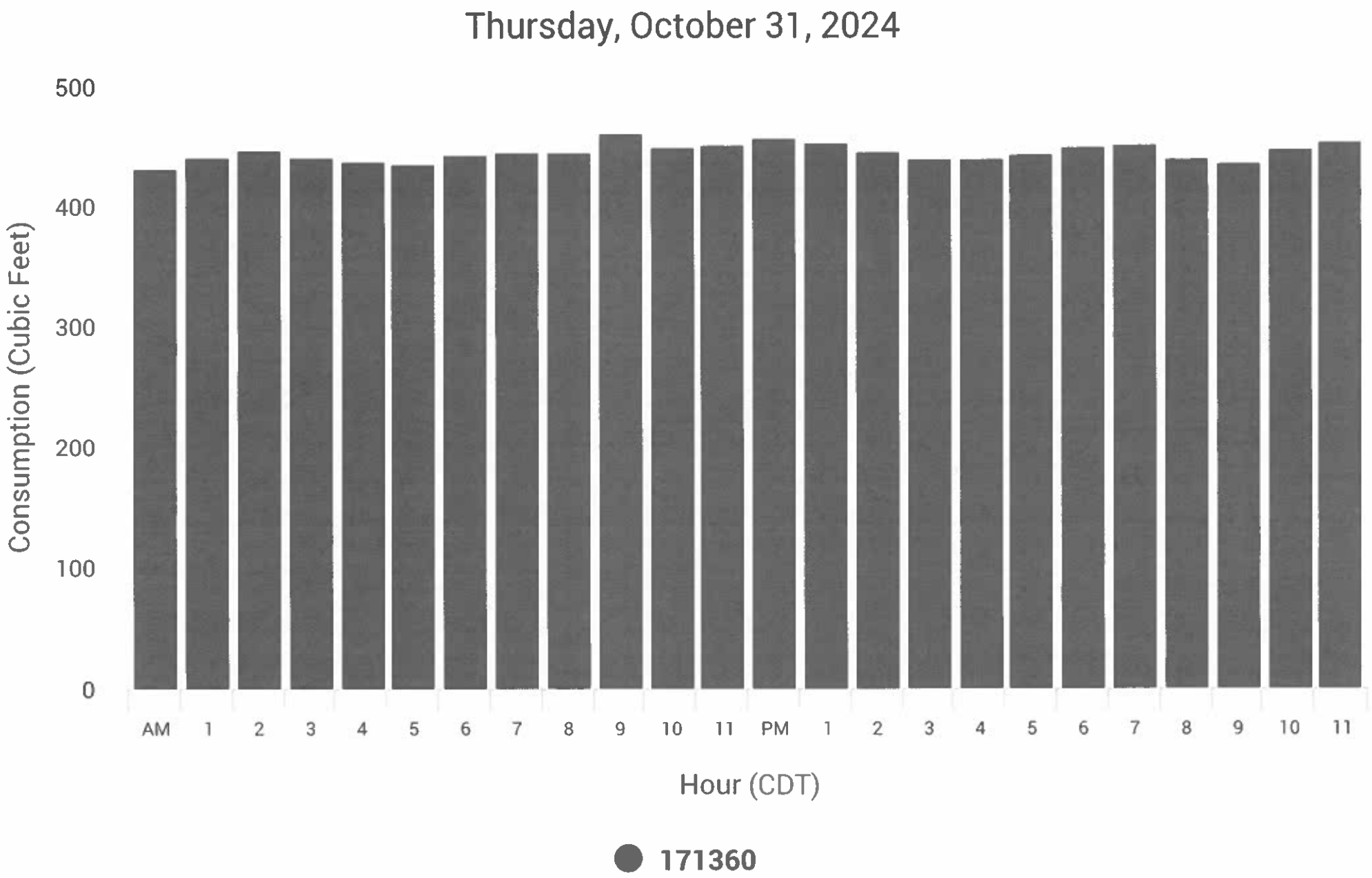
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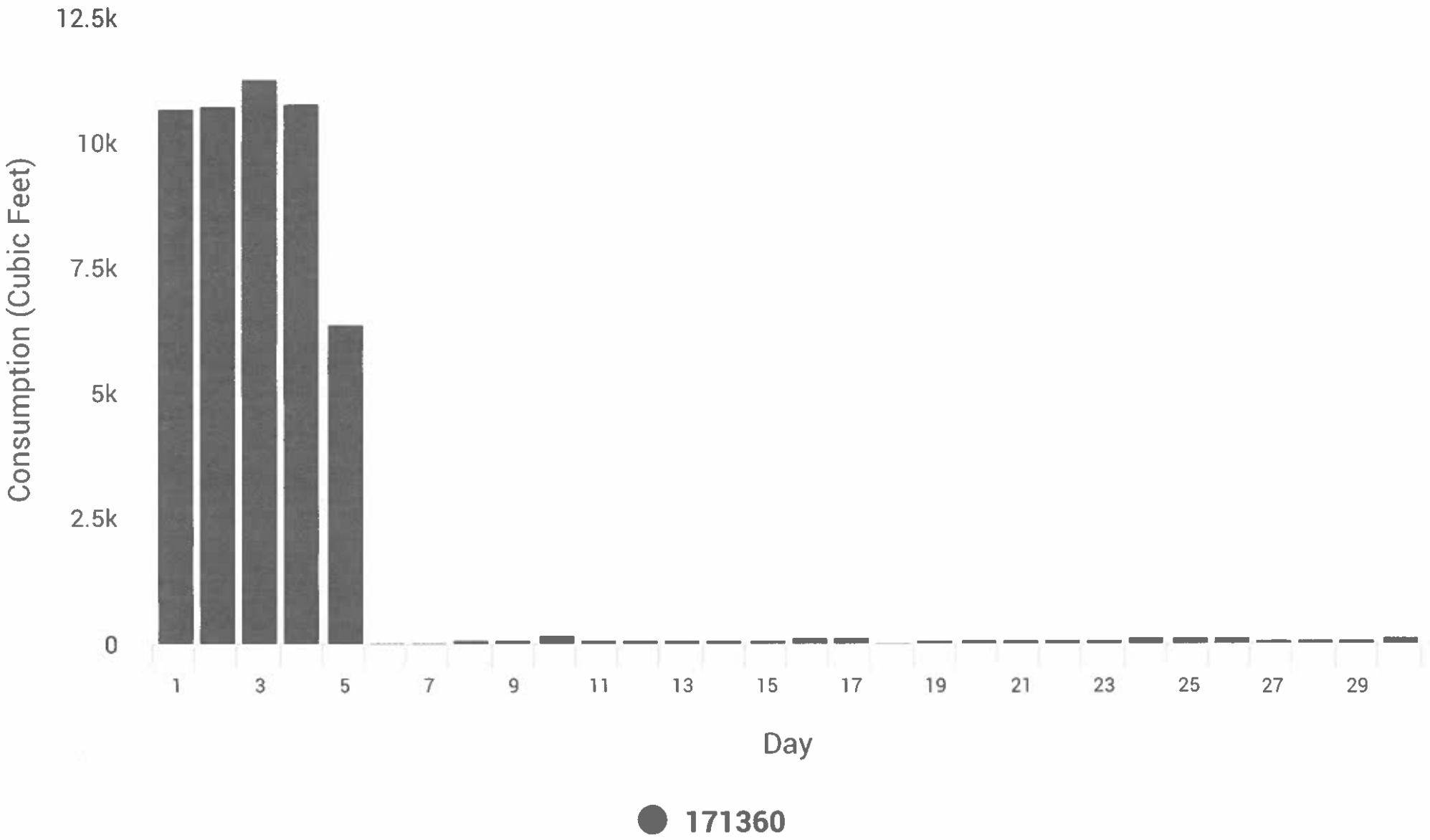
Daily for November 2024
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10k
7.5k
5k
2.5k
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15
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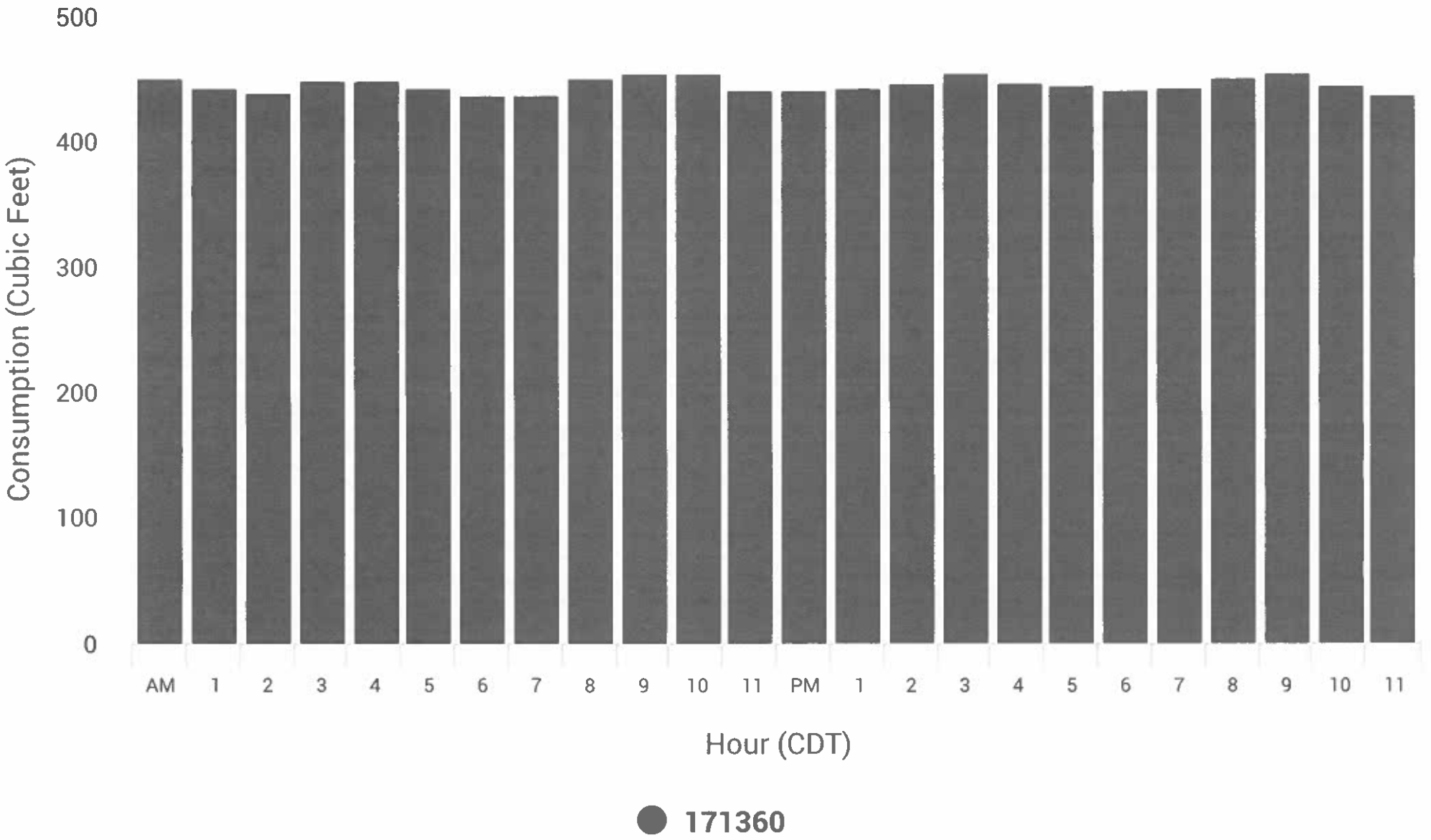
19
21
23
25
27
29
Day
171360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Hour (CDT)
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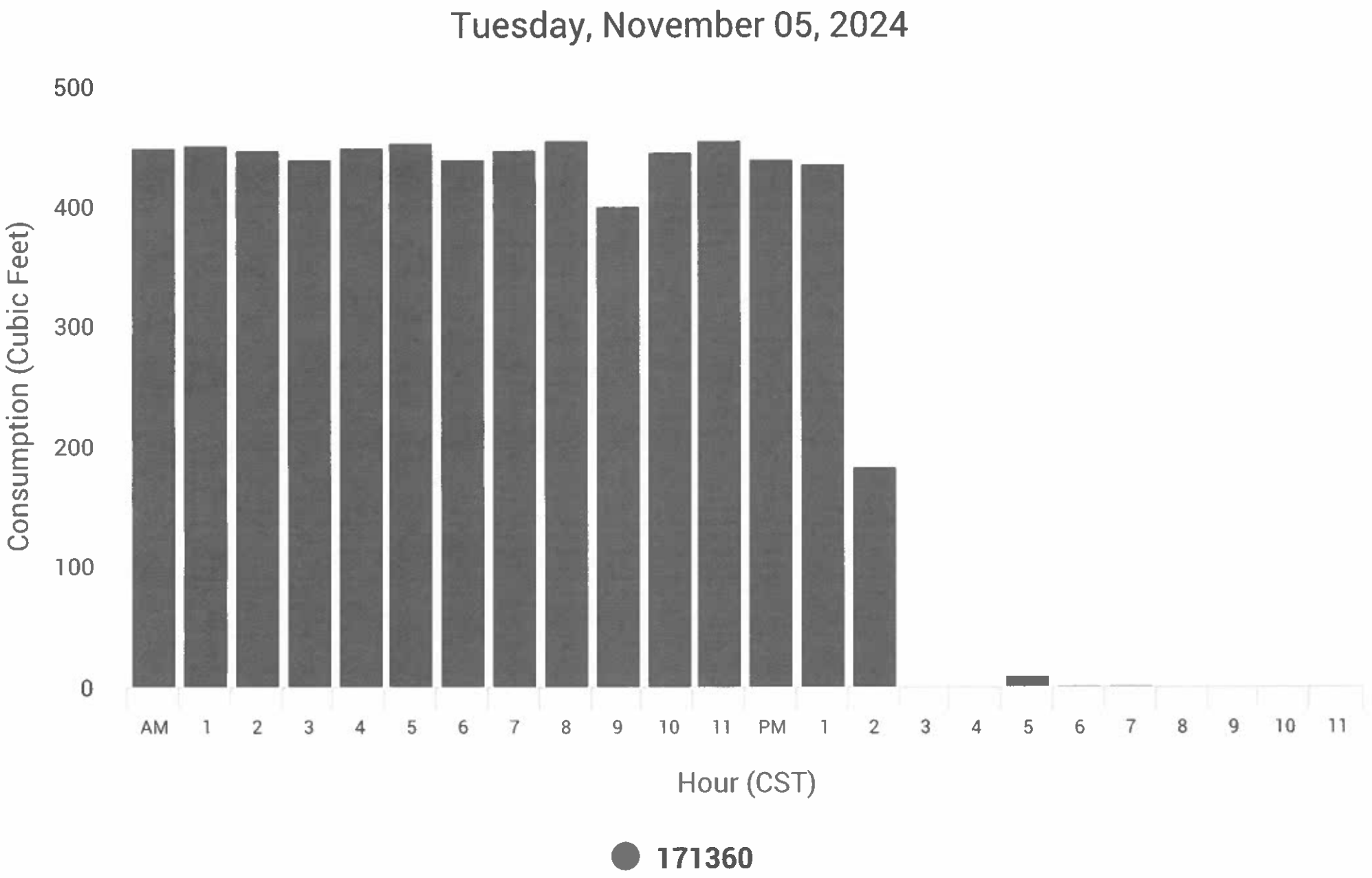
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Hour (CST)
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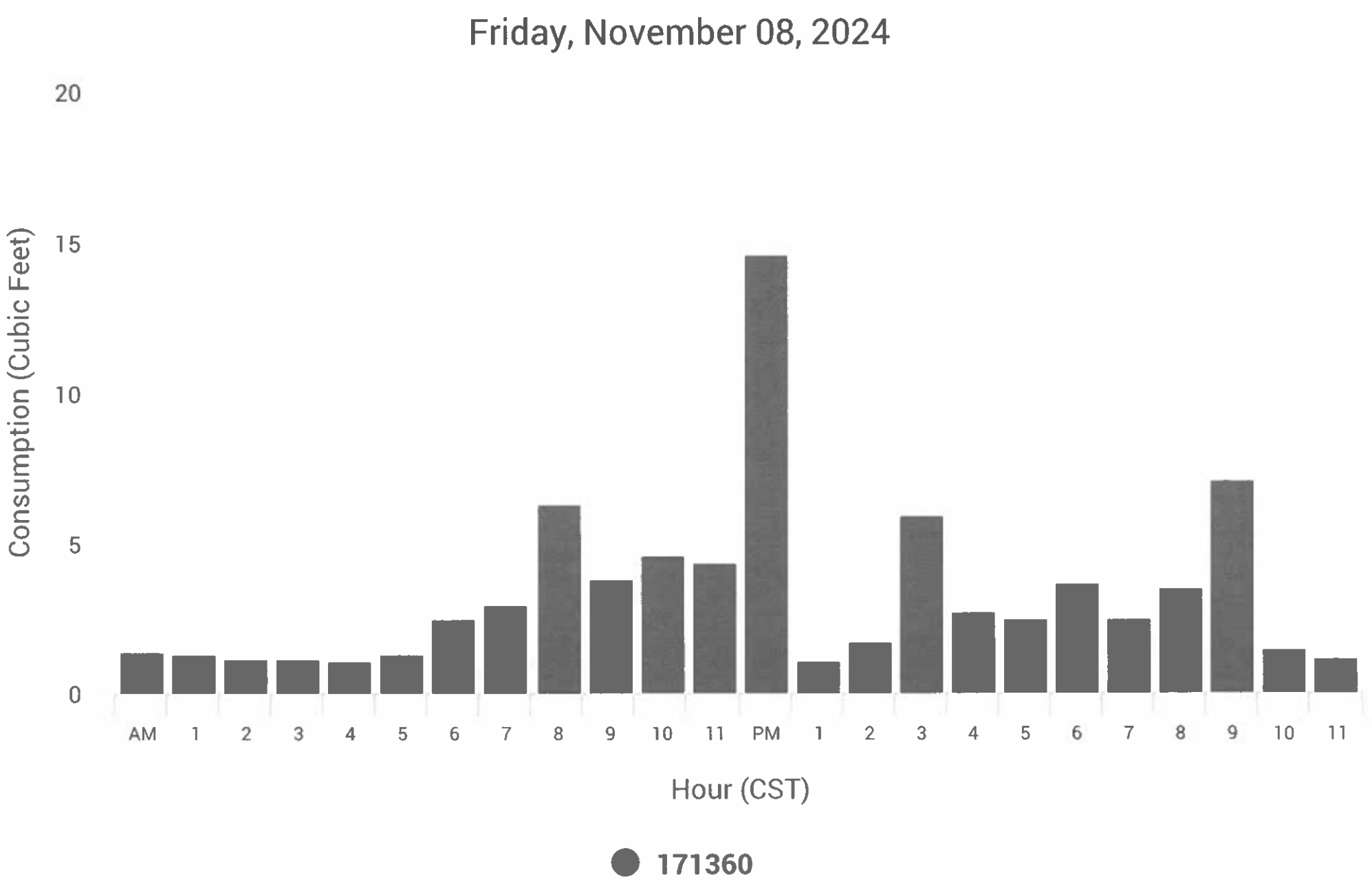
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Hour (CST)
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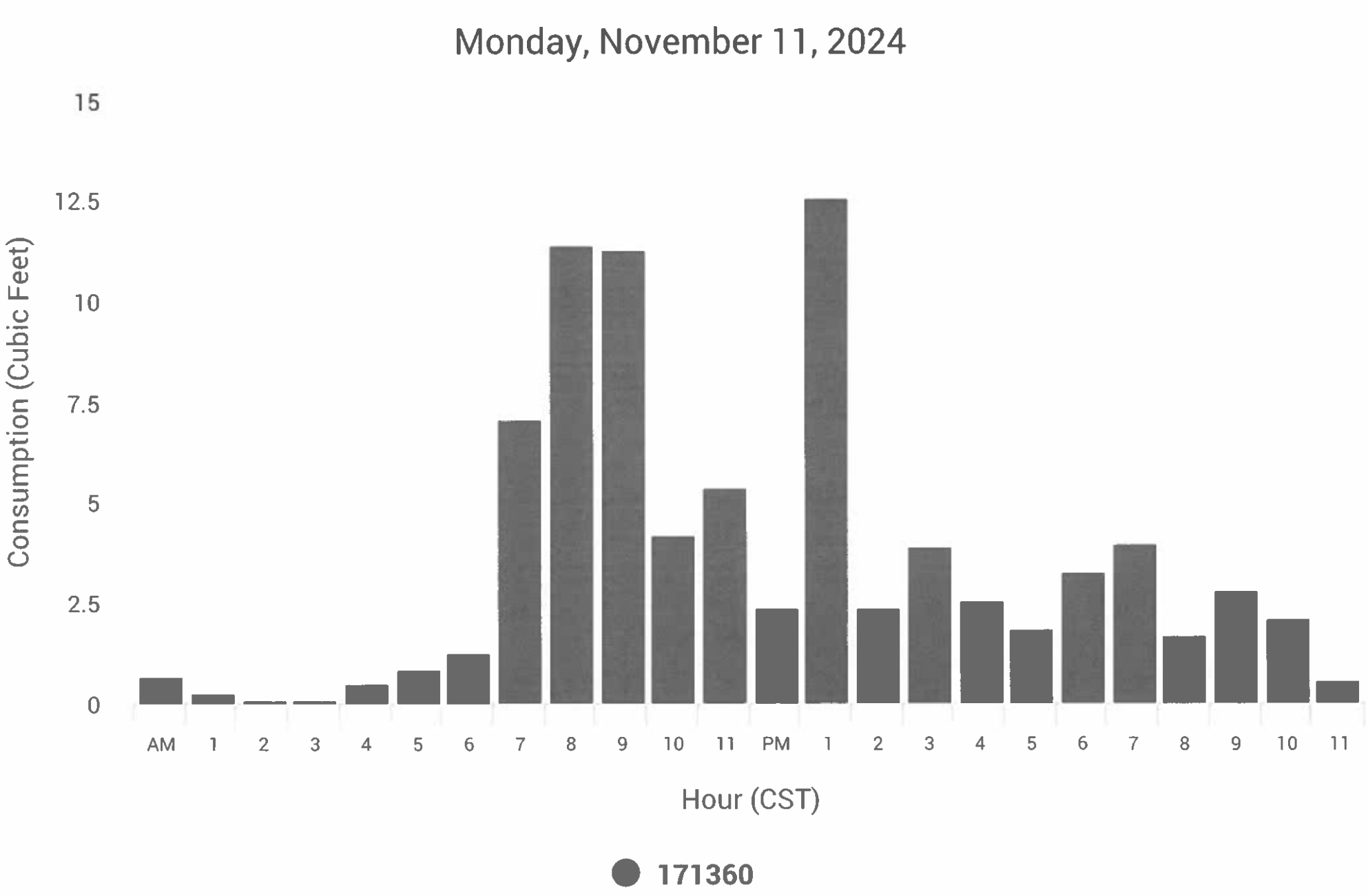
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7.5
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2.5
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Hour (CST)
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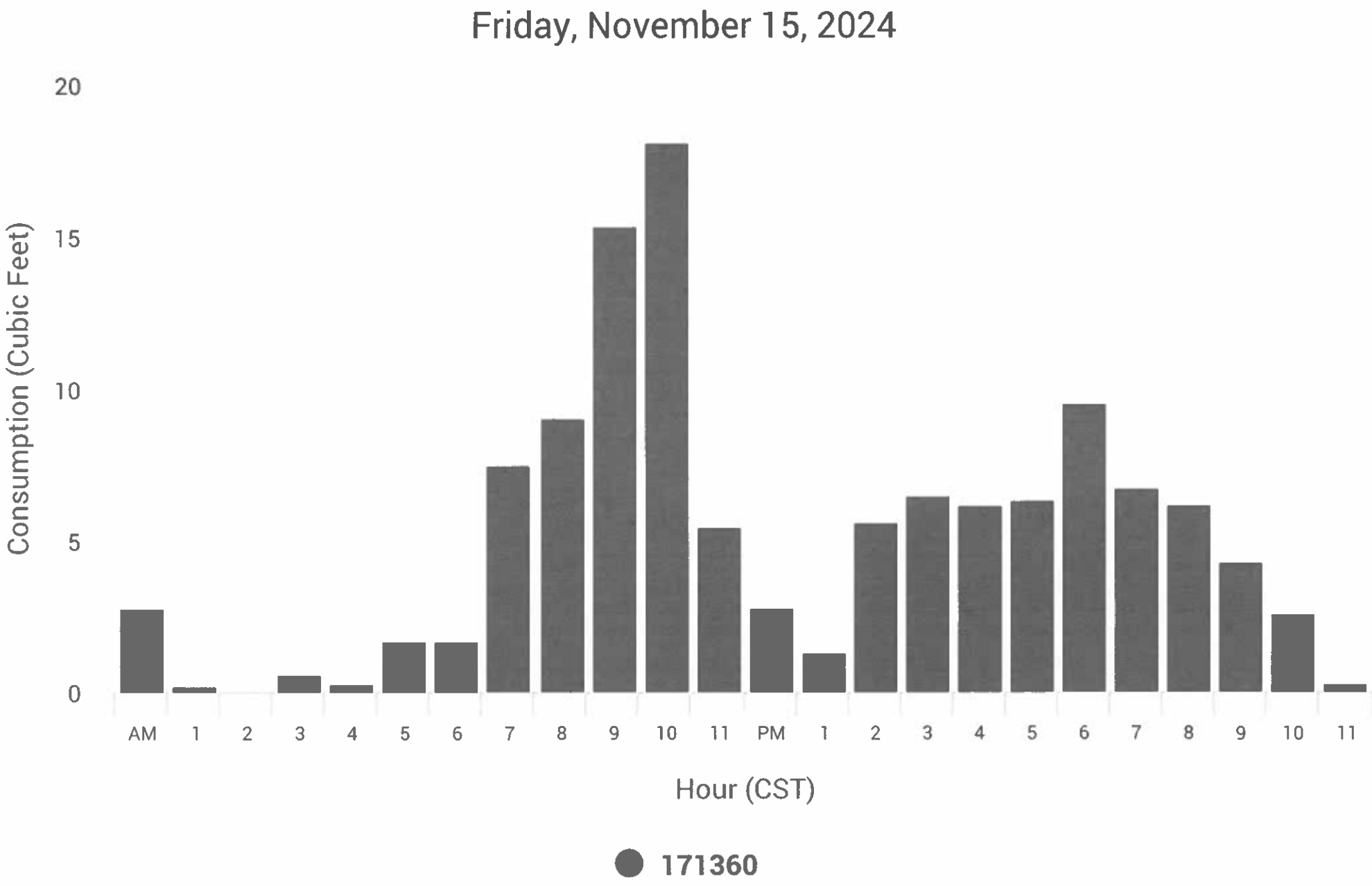
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Hour (CST)
171360

SERVICES AGREEMENT

AGREEMENT # 10000142543
NON-STANDARD

THIS SERVICES AGREEMENT (together with Attachment(s) the "Agreement") is made by and between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Suite 100, Coppell, TX 75019, and CITY OF GALVESTON ("Customer") (EIN: 74-6000905) with offices located at 823 ROSENBERG STREET, GALVESTON, TX-77550 is entered into this 02 day of January**,** 2025.

I. DEFINITIONS

A. Attachment - any statement of work ("SOW"), exhibit, schedule, amendment or addendum, all of which are hereby incorporated into this Services Agreement.
B. Business Day - Monday through Friday except holidays observed by the Facility performing Services hereunder.
C. Distinctively and Securely Sealed - the container used to hold any Property has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container. The container must also include bar coding compliant with Brink's specifications.
D. Facility(ies) - Brink's location(s) where certain Services will be performed.
E. Loss - any loss of, damage to, theft of, or destruction of Property for which Customer has provided timely Notice to Brink's.
F. Maximum Liability Amount - the total liability assumed by Brink's for a Loss as specified in the Attachment(s).
G. Property - currency, coin, checks, securities, other financial instruments, and other valuables agreed upon by Brink's in an Attachment.
H. Rates - charges for Services as listed in Attachment(s).
I. Services - services to be provided to Customer as described in the applicable Attachment(s).
J. Shipment - one or more sealed or locked container(s) of Property collected or received by Brink's in one place at any one time.

II. SERVICES

A. Brink's shall perform Services as set forth in the SOW(s) signed by Brink's and Customer. Services will be performed at the Facility(ies) and other locations specified in the applicable SOW. Services will be performed on Business Days, unless otherwise specified in the applicable SOW. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Customer agrees to look only to the provisions of this Agreement and the applicable SOW for any claim against Brink's relating to Customer's Property.
B. The Customer locations serviced under any SOW, whether listed in an Attachment or otherwise, shall not be deleted by Customer during the term of the Agreement. If a Customer location is moved from one location to another, Brink's will be given the right of first refusal to service such location in its new site.

III. TERM

This Agreement shall begin on the earliest effective date of a SOW and shall remain in effect until expiration or termination of all SOWs.

IV. CHARGES AND PAYMENT

A. Within thirty (30) days of the date of each invoice, Customer shall pay Brink's the Rates plus all applicable federal, state and local taxes. Payment shall be made by check, electronic funds transfer (EFT) or Fedwire. The Rates may be amended by Brink's invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph C of this section, Customer may, by written Notice within thirty (30 days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
B. Intentionally Omitted.
C. Brink's may increase Rates effective January 1 of each year of this Agreement, by an amount not to exceed the greater of (a) the annual increase in CPI for All Urban Consumer: All Items Less Food and Energy plus two percent (2%) or (b) five percent (5%). Brink's may also increase Rates upon written communication in the event of a change in economic conditions that increases Brink's operating costs. Brink's will provide thirty (30) days prior written notice for a Rate increase due to a change in economic conditions affecting the services in Customer's service areas. A change in economic conditions may include, but is not limited to: (i) an act of God; (ii) an act of war; (iii) an increase in the then current local, state, or federal minimum wage; (iv) legislative or regulatory requirements related to the performance of the Services hereunder; or (v) any event that affects Brink's ability to obtain insurance as required under this Agreement. Customer shall also pay the Monthly fuel surcharge as set forth in the Rates for the applicable SOW.
D. Customer shall pay Brink's for all changes in scope of Services (e.g. frequency, days of service, addition or deletion of locations, etc.) whether requested by Customer in writing or verbally.

V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

A. Brink's liability for any of its obligations under this Agreement, including without limitation liability for a Loss of a Shipment, shall not exceed the lesser of the following: (1) Maximum Liability Amount; (2) the actual value of the Loss; or (3) the declared value of the Property subject to the Loss. Brink's liability shall commence when the Property has been received into Brink's possession and a

receipt has been signed by Brink's and shall terminate when the Property has been delivered to the location or agent designated by Customer pursuant to the applicable Attachment, or returned to Customer or its agent in the event that delivery cannot reasonably be made by Brink's.

B. Brink's liability for a Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document.

C. Brink's shall not be liable for any shortage within any Shipment that: (1) is not Distinctively and Securely Sealed when received by Brink's; (2) occurred before Brink's received possession of the Shipment; or (3) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.

D. Does Customer have the ability to reconstruct checks? **YES** ◈ **NO** ◇
If "Yes" is checked above, the following language applies:

E. In the event of a Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (1) Customer's reasonable costs in identifying and replacing the Checks, and (2) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of $25,000 per Shipment. The Maximum Liability Amount that applies to the Loss shall include the referenced $25,000. Customer shall maintain a complete record of all Checks it places in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.

F. Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control that directly affect the ability of Brink's to provide the Services to Customer. Brink's shall resume Services as soon as practical following such circumstance.

G. Brink's shall not be liable for a Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.

H. In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

I. **The following limitation shall not apply to Property in transit**. Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

J. Brink's is not an insurer under this Agreement. Neither Party shall be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of such Party and whether or not such Party had knowledge that such losses or damages might be incurred.

VI. INSURANCE

A. Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted.

B. Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days' notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

VII. FILING OF CLAIMS;PROOF OF LOSS

A. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable upon discovery and provide written Notice to Brink's no more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession or, as applicable, the inventory report or transaction report indicating a Loss or discrepancy is delivered to Customer. To file a Loss claim, Customer shall submit the claim to Brink's designated website or email address. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. Customer shall retain a copy of the notification of Loss receipt provided via email or available from the Brink's designated website. It is Customer's responsibility to promptly verify deliveries, transaction reports and inventory reports, as applicable. Unless such Notice is given by Customer within the time prescribed in this section, Brink's shall not be liable to Customer for any claims made pursuant to this Agreement and Customer shall be deemed to have expressly waived any such claim.

B. Customer shall maintain a record of all Property placed in a Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall

be resolved by the findings of such investigation.

C. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

VIII. DEFAULT; REMEDIES; TERMINATION

A. Intentionally Omitted.

B. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect.

IX. MISCELLANEOUS

A. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.

B. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including bankruptcy notifications, shall also be sent to: Brink's U.S., Attn: Legal Department, 555 Dividend Drive, Coppell, TX 75019.

C. Conflicting terms in SOWs will prevail over terms stated in this Services Agreement. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.

D. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property unless otherwise mutually agreed by the Parties.

E. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.

F. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.

G. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.

H. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.

I. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.

J. CUSTOMER AND BRINK'S HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

K. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.

L. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.

M. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.

N. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization to: (1) assume the Brink's contract, (2) pay Brink's all amounts due under the Agreement on an ongoing basis, and (3) pay as a cure claim any past due amounts. Customer acknowledges that the Services are critical to the continued and uninterrupted operation of its business locations and cash flow. Customer shall promptly seek court authority to treat Brink's as a critical vendor.

O. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.

P. Customer will not assign this Agreement without the prior written consent of Brink's.

Q. To the extent not prohibited by law, Customer must commence any action, suit, or proceeding for a Loss within twelve (12) months after receipt of the Property into Brink's possession.

R. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

AGREED AND ACCEPTED:

"CUSTOMER":	**"BRINK'S":**
CITY OF GALVESTON	**Brink's U.S., a Division of Brink's, Incorporated**
By: _____ (Customer Signature)	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ARMORED TRANSPORTATION SERVICES
STATEMENT OF WORK

AGREEMENT # 10000142543 SOW # 29076

This Armored Transportation Services Statement of Work (the "Armored Transportation SOW") entered into as of January 2, 2025 (the "Effective Date"), is an Attachment to the Services Agreement by and between CITY OF GALVESTON ("Customer") and Brink's, U.S., a Division of Brink's, Incorporated ("Brink's"), dated January 2, 2025, (the "Agreement"). This Armored Transportation Services SOW and any additional Attachments hereto: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. **DEFINITIONS**
   - **A. Armored Transportation Services** - Armored transportation of Property and related services to be provided to Customer as described in this SOW.
   - **B. Delivery Location** - The location designated by Customer in an Attachment as the place where Brink's is to deliver Shipments.
   - **C. Fragile Property** - Any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
   - **D. Night Depository** - A non-ATM receptacle in which Customer's customers can deposit Property.
   - **E. Pick-Up Location** - The location designated by Customer in an Attachment as the place where Brink's is to receive Shipments, which may include a Night Depository location.
   - **F. Shipment** - For purposes of this Armored Transportation SOW, one or more sealed or locked containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

2. **TERM**

   Armored Transportation Services shall begin on the Effective Date and shall continue for a term ending on the last day of the calendar month three (3) years following the Effective Date. Thereafter this Armored Transportation SOW shall automatically renew for successive one (1) year periods until cancelled by either party on at least sixty (60) days written notice prior to the expiration of the then-current term. Notwithstanding the foregoing, the term of this Armored Transportation SOW shall not exceed five (5) years from the Effective Date.

3. **SCOPE OF SERVICES**

   A. Brink's Responsibilities

   Brink's shall: (i) arrive at the Pick-Up Location to collect Shipments; (ii) sign a receipt for Shipments received by Brink's; (iii) deliver such Shipments to the Delivery Location; and (iv) obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery to the applicable Delivery Location cannot reasonably be made by Brink's. The Armored Transportation Services will be performed during Brink's regular business hours as scheduled by Brink's Facility(ies) performing the Armored Transportation Services, unless otherwise specified herein. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.

B. Customer's Responsibilities

(i) Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.

(ii) Customer warrants that it shall declare the actual value of each Shipment and in each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.

(iii) Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.

4. **BRINK'S LIABILITY**

A. Subject to the terms of the Agreement, BRINK'S **MAXIMUM LIABILITY AMOUNT** FOR THE SERVICES UNDER THIS ARMORED TRANSPORTATION SERVICES SOW SHALL BE $133,750.00 PER SHIPMENT UNLESS OTHERWISE DESIGNATED IN A LOCATIONS ATTACHMENT.

B. Brink's is not responsible for determining the contents or value of any Shipment.

C. Night Depository (if applicable). Brink's shall not be liable for any Property contained in a Night Depository. Customer agrees that such Property shall be in Brink's possession only after Brink's removes the Property from the Night Depository. Brink's count of the number of items collected from a Night Depository is binding and conclusive. Brink's shall not be liable for any unexplained Night Depository shortage. Customer is responsible for assuring that the Night Depository is secure.

5. RATES

Customer agrees to pay the Rates for the Armored Transportation Services as described in Exhibit A.

"CUSTOMER":	**"BRINK'S":**
CITY OF GALVESTON	**Brink's U.S., a Division of Brink's, Incorporated**
By: _____ (Customer Signature)	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

BRINKS

EXHIBIT A

To the ARMORED TRANSPORTATION SERVICES SOW
LOCATIONS & RATES

AGREEMENT # 10000142543 SOW # 29076

This Exhibit A to the Armored Transportation Services SOW, entered into as of January 2, 2025 by and between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and **CITY OF GALVESTON** ("Customer"), sets forth the Locations & Rates for armored transportation Services. This Exhibit A and the Armored Transportation Services SOW are Attachments to the Services Agreement by and between Customer and Brink's, dated **January 2, 2025** (the "Agreement") and: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

I. Service Locations

Service		Day or Date	Liability
(A) Call at:	Customer's locations listed in Section II	Service days as shown in Section II	Maximum : $133,750.00
Deliver to:	Designated local bank	Same or following banking day	Average : $133,750.00
(B) Call at:	Designated local bank	At same time as Item A	Maximum : $133,750.00
Deliver to:	Customer's locations listed in Section II	Next scheduled day	Average : $133,750.00

II. Rates

PRICE LIST	LOCATION ID	SERVICE ADDRESS	BRINK'S FACILITY	CONJ	FREQ	ZONE	SERVICE DAY(S)	RATE/ MO.	RATE/ TRIP	EXCESS ITEMS	EXCESS LIAB	EXCESS PREMISES
Price List 001	ISLAND TRANSIT_2	3115 MARKET STREET, GALVESTON, TX, 77550-1315	HOUSTON	No	Weekly	RUR	M T W Th F	$897.81		10	$133,750	4 minutes - 00:01 - 23:59
Price List 001	MUNICIPAL COURT_3	601 54TH STREET, GALVESTON, TX, 77551-4246	HOUSTON	No	Weekly	RUR	M T W Th F	$897.81		10	$133,750	4 minutes - 00:01 - 23:59
Price List 001	PUBLIC WORKS FACILITY, 1ST FLOOR	3015 MARKET STREET, GALVESTON, TX, 77550-1564	HOUSTON	No	Weekly	RUR	M T W Th F	$897.81		10	$133,750	4 minutes - 00:01 - 23:59

PRICE LIST	LOCATION ID	SERVICE ADDRESS	BRINK'S FACILITY	CONJ	FREQ	ZONE	SERVICE DAY(S)	RATE/ MO.	RATE/ TRIP	EXCESS ITEMS	EXCESS LIAB	EXCESS PREMISES
Price List 001	UTILITY BILLING CITY HALL_1	823 ROSENBERG STREET, GALVESTON, TX, 77550	HOUSTON	No	Weekly	RUR	M T W Th F	$897.81		10	$133,750	4 minutes - 00:01 - 23:59

Price List 001

Monthly Billed Service

CIT Service	Urban	Rural	Over the Road
1 day a week	$159.25	$179.56	$237.25
2 day a week	$318.50	$359.13	$474.50
3 day a week	$477.75	$538.69	$711.75
4 day a week	$637.00	$718.25	$949.00
5 day a week	$796.25	$897.81	$1,186.25
6 day a week	$955.50	$1,077.38	$1,423.50
7 day a week	$1,114.75	$1,256.94	$1,660.75
Every other Week	$79.63	$89.78	$118.63
Once a month	$36.75	$41.44	$54.75

Usage Billed Service

Service Description	Urban	Rural	Over the Road
Excess Items	$2.50	$2.50	$2.50
Excess Liability per $1000	$0.35	$0.35	$0.35
Excess Time	$3.00	$3.00	$3.00
Holiday Service	$65.00	$65.00	$65.00
Unscheduled Service	$49.61	$55.94	$73.91

Service Description	Urban		Rural		Over the Road	
Emergency Service - Per Hour	$200/Hr	(0-1)/Hrs	$400/Hr	(0-2)/Hrs	$800/Hr	(0-4)/Hrs
	$200/Hr	(1-2)/Hrs	$200/Hr	(2-3)/Hrs	$200/Hr	(4-5)/Hrs
	$200/Hr	(2-3)/Hrs	$200/Hr	(3-4)/Hrs	$200/Hr	(5-6)/Hrs
	$200/Hr	(3-4)/Hrs	$200/Hr	(4-5)/Hrs	$200/Hr	(6-7)/Hrs
	$200/Hr	(4-5)/Hrs	$200/Hr	(5-6)/Hrs	$200/Hr	(7-8)/Hrs
	$200/Hr	(5-6)/Hrs	$200/Hr	(6-7)/Hrs	$200/Hr	(8-9)/Hrs
	$200/Hr	(6-7)/Hrs	$200/Hr	(7-8)/Hrs	$200/Hr	(9-10)/Hrs
	$200/Hr	(7-8)/Hrs	$200/Hr	(8-9)/Hrs		
	$200/Hr	(8-9)/Hrs	$200/Hr	(9-10)/Hrs		
	$200/Hr	(9-10)/Hrs				

Security Surcharge - In addition to Monthly Billed Service(s) and Usage Billed Service(s), if any, Customer shall pay a surcharge equal to 5.35% of the monthly invoice for armored transportation services.

*Hourly rates are charged for round-trip hours - Portal to Portal

Holiday List
Christmas Day;Columbus Day;Independence Day;Juneteenth;Juneteenth Day;Labor Day;Martin Luther King Day;Memorial Day;New Year's Day;Presidents Day;Presidents' Day;Thanksgiving Day;Veterans Day;Veterans' Day

This Exhibit A is entered into as of January 2, 2025 (the “Effective Date”). This Exhibit A supersedes and replaces any prior Locations or Rates Attachment(s).

AGREED AND ACCEPTED:

“CUSTOMER”:	**“BRINK’S”:**
CITY OF GALVESTON	**Brink’s U.S., a Division of Brink’s, Incorporated**
By: _____ (Customer Signature)	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FUEL SURCHARGE EXHIBIT

AGREEMENT # 10000142543 SOW # 29076

This Fuel Surcharge Exhibit is incorporated by reference into the Agreement dated January 2, 2025 (and, where applicable, any Attachments thereto) between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's") and **CITY OF GALVESTON** ("Customer").

A fuel surcharge will be determined on a monthly basis according to the charts and formula below. The formula to determine the fuel surcharge is:

Applicable fee(s) for Services requiring/involving transportation for the month x fuel surcharge percentage as set forth in the table below = Total fuel surcharge

The fuel surcharge is based on the Retail On-Highway Diesel Fuel Prices reported by the U.S. Energy Information Administration (eia.doe.gov.), regardless of the fuel type used to perform services for any Customer location.

FUEL PRICE/GAL

Minimum	Maximum	Surcharge
$0.01	$0.05	11.00%
$0.06	$0.10	11.00%
$0.11	$0.15	11.00%
$0.16	$0.20	11.00%
$0.21	$0.25	11.00%
$0.26	$0.30	11.00%
$0.31	$0.35	11.00%
$0.36	$0.40	11.00%
$0.41	$0.45	11.00%
$0.46	$0.50	11.00%
$0.51	$0.55	11.00%
$0.56	$0.60	11.01%
$0.61	$0.65	11.01%
$0.66	$0.70	11.02%
$0.71	$0.75	11.02%
$0.76	$0.80	11.03%
$0.81	$0.85	11.03%
$0.86	$0.90	11.04%
$0.91	$0.95	11.05%
$0.96	$1.00	11.06%
$1.01	$1.05	11.07%
$1.06	$1.10	11.08%
$1.11	$1.15	11.09%
$1.16	$1.20	11.11%
$1.21	$1.25	11.12%
$1.26	$1.30	11.14%
$1.31	$1.35	11.15%

Minimum	Maximum	Surcharge
$2.76	$2.80	12.49%
$2.81	$2.85	12.57%
$2.86	$2.90	12.66%
$2.91	$2.95	12.74%
$2.96	$3.00	12.84%
$3.01	$3.05	12.93%
$3.06	$3.10	13.03%
$3.11	$3.15	13.13%
$3.16	$3.20	13.24%
$3.21	$3.25	13.34%
$3.26	$3.30	13.45%
$3.31	$3.35	13.57%
$3.36	$3.40	13.69%
$3.41	$3.45	13.81%
$3.46	$3.50	13.94%
$3.51	$3.55	14.07%
$3.56	$3.60	14.20%
$3.61	$3.65	14.34%
$3.66	$3.70	14.48%
$3.71	$3.75	14.62%
$3.76	$3.80	14.77%
$3.81	$3.85	14.92%
$3.86	$3.90	15.08%
$3.91	$3.95	15.24%
$3.96	$4.00	15.40%
$4.01	$4.05	15.57%
$4.06	$4.10	15.75%

$1.36	$1.40	11.17%
$1.41	$1.45	11.19%
$1.46	$1.50	11.22%
$1.51	$1.55	11.24%
$1.56	$1.60	11.26%
$1.61	$1.65	11.29%
$1.66	$1.70	11.32%
$1.71	$1.75	11.35%
$1.76	$1.80	11.38%
$1.81	$1.85	11.42%
$1.86	$1.90	11.45%
$1.91	$1.95	11.49%
$1.96	$2.00	11.53%
$2.01	$2.05	11.57%
$2.06	$2.10	11.62%
$2.11	$2.15	11.66%
$2.16	$2.20	11.71%
$2.21	$2.25	11.76%
$2.26	$2.30	11.81%
$2.31	$2.35	11.87%
$2.36	$2.40	11.93%
$2.41	$2.45	11.99%
$2.46	$2.50	12.05%
$2.51	$2.55	12.12%
$2.56	$2.60	12.19%
$2.61	$2.65	12.26%
$2.66	$2.70	12.33%
$2.71	$2.75	12.41%

$4.11	$4.15	15.92%
$4.16	$4.20	16.11%
$4.21	$4.25	16.29%
$4.26	$4.30	16.48%
$4.31	$4.35	16.68%
$4.36	$4.40	16.88%
$4.41	$4.45	17.08%
$4.46	$4.50	17.29%
$4.51	$4.55	17.51%
$4.56	$4.60	17.75%
$4.61	$4.65	18.00%
$4.66	$4.70	18.25%
$4.71	$4.75	18.50%
$4.76	$4.80	18.75%
$4.81	$4.85	19.00%
$4.86	$4.90	19.25%
$4.91	$4.95	19.50%
$4.96	$5.00	19.75%
$5.01	$5.05	20.00%
$5.06	$5.10	20.25%
$5.11	$5.15	20.50%
$5.16	$5.20	20.75%
$5.21	$5.25	21.04%
$5.26	$5.30	21.33%
$5.31	$5.35	21.63%
$5.36	$5.40	21.93%
$5.41	$5.45	22.24%
$5.46	$5.50	22.55%

Note: For every additional $.05 increase in fuel price will result in an additional .25% in surcharge.

City of Galveston

FINANCE DEPARTMENT

PO Box 779| Galveston, TX 77553-0779
cludanyi@galvestontx.gov |409-797-3562

Date: January 23, 2025
To: Brian Maxwell, City Manager
Mayor and City Council
From: Csilla Ludanyi, Finance Director and Chief Financial Officer

Request: Consider a motion to approve a contract with Brink's Incorporated for armored vehicle services.

Prior Council Action: The original motion approved a five-year contract with Dunbar Armored, Inc. for armored vehicle services in the amount not to exceed $25,000 in December 2017.

Background

1. The City utilizes an armored vehicle service for picking up and delivering bank deposits at the Utility Billing City Hall, Municipal Court and Island Transit locations.
2. The City issued RFP 17-029 on September 12, 2017 and received one response from Dunbar Armored, Inc. whose pricing was quoted at current market prices.
3. Dunbar was subsequently acquired by the Brink's company in 2018.
4. The City's previous contract with Brink's expired in December 2022.
5. The City has since been operating on a month to month basis after a previous attempt to solicit proposals failed in 2022 under solicitation RFP22-05.

Issues

The City seeks a service provider for daily dependable and secure armored transportation for several locations within the City boundaries. Solicitation RFP24-17 was issued in August 2024. Three vendors (Loomis, Garda and Brinks) were invited to respond and the City received only one response from Brink's Incorporated.

The proposed contract with Brink's includes term period for three years with two one-year auto renewals.

The total estimated cost of the five-year period is $215,475 plus annual escalations as follows:

Brink's may increase Rates effective January 1 of each year of this Agreement, by an amount not to exceed the greater of (a) the annual increase in CPI for All Urban Consumer: All Items Less Food and Energy plus two percent (2%) or (b) five percent (5%). Brink's may also increase Rates upon written communication in the event of a change in economic conditions that increases Brink's operating costs. Brink's will provide thirty (30) days prior written notice for a Rate increase due to a change in economic conditions affecting the services in Customer's service areas. A change in economic conditions may include, but is not limited to: (i) an act of God; (ii) an act of war; (iii) an increase in the then current local, state, or federal minimum wage; (iv) legislative or regulatory requirements related to the performance of the Services hereunder; or (v) any event that affects Brink's ability to obtain insurance as required under this Agreement.

City of Galveston

FINANCE DEPARTMENT
PO Box 779| Galveston, TX 77553-0779
cludanyi@galvestontx.gov |409-797-3562

Total Cost

	Cost by Fiscal Year					
	Actuals					Estimated
Funding Source	**FY20**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25**
Enterprise Funds	$9,025	$7,861	$12,867	$15,235	$17,420	$10,774
Municipal Court	5,256	5,108	9,331	11,076	12,853	10,774
Island Transit	5,432	5,414	9,478	11,218	13,253	10,774
Public Works	N/A	N/A	N/A	N/A	N/A	10,774
Total	$19,712	$18,383	$31,675	$37,529	$43,526	$43,095

Alternatives

1. Approve the contract and continue using the service provider for daily dependable and secure armored transportation for each of the monetary collection locations.
2. Do not approve the contract and discontinue the use of the armored vehicle service.

Recommendation:
Approve alternative number 1.

City of Galveston

P. O. Box 779 / Galveston, Texas 77553-0779

To: Hon. Mayor and City Council Members
Brian Maxwell City Manager

From: Robert Simmons – Executive Director Emergency Management / Enforcement

RE: Consider for approval the purchase of 185 Motorola N70 digital handheld radios with required programming and accessories in the amount of $1,191,680.04 to replace the aged radio inventory now at "end of life" per Motorola but currently in use by the Police Department.

I. Background

A. The City of Galveston Police Department last purchased its current inventory of handheld radios in June 2011.
B. The current Apx6000 model radios have reached "end of life" and are no longer supported by Motorola for needed repairs or programming upgrades.
C. The radio inventory will slowly deplete as required repairs or programming upgrades are unavailable, making the radio non-functional.

II. Current Situation

A. City staff requested a quote from Motorola to replace the handheld radio inventory with the newest N70 model radio. Motorola has current HGAC contract pricing – RA05-21.
B. Motorola submitted a HGAC contract price quote for 185 N70 model radios. The quote includes all required programming, extended life battery, base charger, shoulder mike, programming cables and a seven (7) year warranty.
C. Programming capabilities will also include the AES encryption package which is the format many Galveston County agencies are utilizing. AES encryption will soon be required for inter-agency communications.
D. The capabilities of the replacement radios and the ability to integrate functionality with the new Motorola Premiere 1 CAD software package also had to be taken into consideration.

III. Issues

A. The City of Galveston Police Department needs to replace the current handheld radio inventory due to "end of life" of the current model.
B. The older operational Apx6000 radios will continue be utilized by the Fire Department and the City Marshall's office until such time they are no longer functional.

IV. Alternatives in order of priority

A. The City Council approves the expenditure.
B. The City Council does not approve the expenditure.

V. Recommendation

Concur with Alternative A.

VI. Fiscal Impact Report

Requested by:	Robert Simmons – Executive Director
Funding Source:	American Rescue Plan Fund
Costs of implementation:	$ 1,191,680.04
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,

_____
Robert Simmons
Executive Director

Approved,

_____
Brian Maxwell
City Manager

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Motorola Solutions, Inc. - Public Services - ID: 12884

EXTENSION No. 2 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 7/30/2024

Signed for: **Motorola Solutions, Inc.**

DocuSigned by:
Scott Lees
5C410900B6FC422...

Printed Name: Scott Lees
Title: Vice President-Western Division
Date: 7/30/2024

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MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

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ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

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ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

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Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

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Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

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ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

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Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

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The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

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unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.		**H-GAC**	
Signature	DocuSigned by: Neil Thomas 5735C8DA453B4A1...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Neil Thomas	Name	Chuck Wemple
Title	Vice President, Western Region	Title	Executive Director
Date	9/28/2021	Date	9/27/2021

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

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provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

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Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

a. General liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
    i. Product liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is $500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

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guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount

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f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

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ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

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Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above 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 agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

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continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

5. **Dealer/Reseller as Respondent**

   If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. **Approval by Manufacturer**

   Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. **Administrative Fee**

   For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

   Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. **Contractor Status**

   Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

   a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
   b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
   c) Whether Respondent is a Texas resident or a non-resident business.

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Attachment A

Motorola Solutions Inc.

Radio Communications/Emergency Response Equipment

Contract No.: RA05-21

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	**PA**	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
2	**PB**	Integrated Command Control Equipment System Integration Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	

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3	**PC**	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
4	**PD**	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc..) Network Services for all category technologies Cloud Services and Associated Integration	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.***	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR **Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.**						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	$180-$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	$55-$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	$180-$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	$1,900

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			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	$2,100
APC SUMMARY						
	6	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

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	127	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

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	943	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

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	327	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip

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AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

DocuSigned by:
Scott Lees
036A3CF0B16F414...

Printed Name & Title: Scott Lees VP Government Sales - West

Date: 7/31/2023

MOTOROLA SOLUTIONS

QUOTE-2724841
185ea APX N70 No LTE

Shipping Address:
GALVESTON POLICE DEPT, CITY OF
823 ROSENBERG
GALVESTON, TX 77553
US

Quote Date:07/23/2024
Expiration Date:02/21/2025
Quote Created By:
Brandon Casanova
Account Manager - Galveston County
BRANDON.CASANOVA@motorolasolutions.com
337-354-5872

End Customer:
GALVESTON POLICE DEPT, CITY OF
Robert Simmons
rsimmons@galvestontx.gov
409-771-5939

Contract: HGAC (TX)-RA05-21
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	Miscellaneous Items					
1	PMMN4128A	RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	185		$129.60	$23,976.00
2	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	185		$155.36	$28,741.60
	APX™ N70	APX N70				
3	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	185		$5,701.07	$1,054,697.95
3a	QA08817AA	ALT: BATT IMPRES LIION IP68 4400T	185			
3b	QA08824AA	ALT: 3.0" HOLSTER	185			
3c	QA08853AA	ADD: CPS ENABLEMENT*	185			
3d	BD00040AB	PROVISIONING NON-FEDERAL BUNDLE	185			
3e	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	185			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
3f	H499KC	ENH: SUBMERSIBLE (DELTA T)	185			
3g	QA03399AK	ADD: ENHANCED DATA	185			
3h	BD00001AA	ADD: CORE BUNDLE	185			
3i	Q387CB	ADD: MULTICAST VOTING SCAN	185			
3j	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	185			
3k	BD00010AB	ADD: SECURITY BUNDLE	185			
3l	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	185			
3m	QA07680AA	ADD: MULTI SYSTEM OTAR	185			
3n	H38DA	ADD: SMARTZONE OPERATION	185			
3o	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	185			
3p	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	185			
3q	QA00580BA	ADD: TDMA OPERATION	185			
3r	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	185			
3s	QA09001AM	ADD: WIFI CAPABILITY	185			
3t	QA09028AA	ADD: VIQI VC RADIO OPERATION	185			
3u	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	185			
3v	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	185			
3w	QA09113AA	ADD: BASELINE RELEASE SW	185			
3x	Q361CD	ADD: P25 9600 BAUD TRUNKING	185			
3y	QA08909AA	DEL: DELETE LTE	185			
4	LSV01S03060A	APX N70 DMS ESSENTIAL	185	7 YEARS	$432.43	$79,999.55
5	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		$0.00	$0.00
	Miscellaneous Items					
6	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	2		$1,349.47	$2,698.94

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
7	PMKN4265A	CABLE,DATA CABLE	3		$57.00	$171.00
8	PMLN8334A	CABLES-ADAPTER CABLES,GCAI MINI TO GCAI CABLE ADAPTER, FOR APX	10		$139.50	$1,395.00

Grand Total $1,191,680.04(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.

  Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

  The Parties hereby enter into this Agreement as of the Effective Date.

  Motorola Solutions, Inc.

  By: _____

  Name: _____

  Title: _____

  Date: _____

  Customer

  By: _____

  Name: _____

  Title: _____

  Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

APX N70 Portable Radio Solution Description

Overiview

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

Durable and Easy To Use

The APX N70 enhances operations with a full color transflective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure–it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new

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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.

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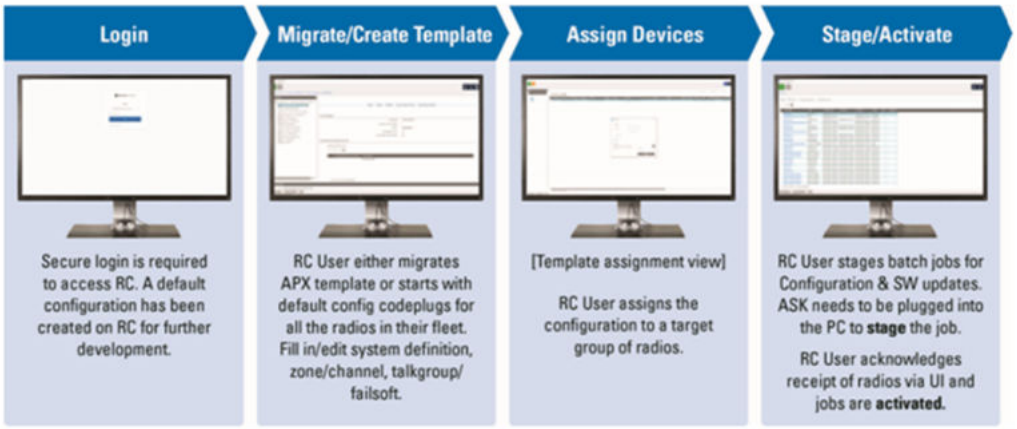

Figure 1: APX N70 Provisioning via Radio Central

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APX N-Series Device Management Services - Essential Statement Of Work

Overview

Device Management Servces (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
  - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may

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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

Limitations And Exclusions

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

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Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

Customer Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

City of Galveston

ARTS & CULTURE STAFF REPORT

Date: January 15, 2025

To: City Manager, Mayor and City Council Members

From: Barbara Ekelund-Sanderson, Executive Director of Parks, Recreation & Community Outreach

Project location: 2627 Avenue M, Galveston, TX 77550

Project: Funding for an African American Cultural Heritage District

Request: Consider for Approval an extension and amendment of contract between the City of Galveston and Old Central Cultural Center to assist the City of Galveston in the development of an African American Cultural Heritage District.

Prior Council Action

On **January 25, 2024**, City Council approved a funding request for the Old Central Cultural Center for the oversight of outreach, data and digital collecting, archiving and dispersing and videography necessary to apply for an African American Cultural Heritage District, from HOT/Arts in the amount of $50,000, pending a contract between the City of Galveston and Old Central Cultural Center with final approval by the City Attorney's Office.

Planning and outreach for the possible creation of an African American Cultural Heritage District was presented to council at the December 2024 workshop where council was advised a funding request would follow.

Background:

In 2024 the Arts and Culture Coordinator for the City of Galveston presented to council on the opportunity to apply for a Cultural Arts District designation from the state through the Texas Commission on the Arts (TCA) that would give access to state funding for arts focused organizations, programming, and the City of Galveston within the footprint of the proposed district.

The Arts and Culture Coordinator brought a funding request for the development of the district to council in January of 2024.

City of Galveston

ARTS & CULTURE STAFF REPORT

Council approved the January 2024 funding request and the first application for a cultural arts district, named the African American Cultural Heritage District, was submitted in June of 2024.

The City of Galveston has notified the TCA of their intent to file for the African American Cultural Heritage District again in June of 2025, addressing all previous TCA concerns and feedback.

Fiscal Impact Report

- **Total Cost. $50,000**
- **Funding Source HOT/Arts (Cultural Events)**

Alternatives

Do not approve the funding request and request staff return with additional options for the development of and investment in an African American Cultural Heritage District.

Staff Recommendation

Staff recommends approving the $50,000 funding request for a contract between the City of Galveston and Old Central Cultural Center, this funding will expedite the application process for a new Cultural Arts District designation through the Texas Commission on the Arts (TCA.)

Attachment(s)

Proposed Agreement with Old Central Cultural Center

Respectfully Submitted,

Barbara Ekelund-Sanderson

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach

AGREEMENT
BETWEEN
THE CITY OF GALVESTON
AND
OLD CENTRAL CULTURAL CENTER

THIS AGREEMENT is made and entered into as of the 23 day of January, 2025, by and between the City of Galveston, hereinafter referred to as "City" and the Old Central Cultural Center hereinafter referred to as "OCCC", and collectively referred to as the "parties".

WHEREAS, the parties have been collectively pursued that creation of an for an African American Cultural Heritage District in the City of Galveston and the OCCC has been given funding to provide outreach, data collection, archiving, and videography, website curation and economic development planning for the creation of the District.

WHEREAS, such a designation would celebrate the history, contributions, and experiences of the African American community in and about the City of Galveston; and receive feedback for further development.

WHEREAS, the City Council of the City of Galveston initially agreed to fund this initiative at their meeting of City Council on January 25th, 2024.

NOW, THEREFORE, the parties wish to extend their efforts to create the District as set forth herein.

I. OCCC FUNCTIONS

a. The City will pursue the state designation of the African American Cultural Heritage District (AACHD)in the City of Galveston. The City will file all necessary document with the appropriate state agencies to obtain the designation. The OCCC will assist the City and provide the City information and documentation at the City's request.

b. OCCC has previously been given the sum of Fifty Thousand Dollars by the City from its Hotel Occupancy Tax funds to utilize in its efforts

specific to the AACHD and provide needed documentation and information for the development of the District to the City. OCCC will continue to be the custodian of those received funds, and will continue to use those funds for permissible activities until they are fully expended. The use of funds shall follow all applicable federal state, and local laws and regulations, particularly those related to the expenditure of HOT funds. The OCCC will report its use of the funds to the City which will review them to ensure the use complies with the requirement for the use of HOT funds. The City will provide written guidance on the proper use of HOT funds, as needed. Any unauthorized uses will result in OCCC being responsible for repayment of the funds improperly spent and may result in a reduction of future HOT allocations.

c. In addition to the funds previously delivered to the OCCC, the City will allocate an additional sum of Fifty Thousand Dollars for the period of April 1, 2025 to March 31, 2026. Those funds will be made available to OCCC after the funds detailed in paragraph B above have been exhausted. Thereafter OCCC may apply to the City for funds from the 25/26 allocation for any expenditures made by providing receipts and any other documentation requested by the City. The City may also draw from these funds to cover expenditures it may make while pursuing creation of the District.

d. In coordination with the City, OCCC may, ***with the consent of the City,*** retain; a grant writer to develop and execute a 5-year funding plan and cycle to support the curation of an African American Cultural Heritage District; and produce marketing materials promoting the creation of the African American Heritage District its experiences, attractions, programming and people. OCCC shall assist in the production of content for a website specific to the African American Cultural Heritage District of which the City will be the administrator. OCCC will create specific outreach materials promoting the African American Cultural Heritage District for submission to the City.

e. It is understood by OCCC that failure to use the funds in the manners prescribed or otherwise deviate from the terms of this agreement shall

constitute a breach of the agreement, and result in the forfeiture of the funds still held by OCCC or already expended by OCCC.

II CITY FUNCTIONS

f. The City shall submit to the State of Texas any required documentation and applications to create an African American Cultural District in the City.

g. The City may utilize the services and expertise of OCCC in developing any necessary materials for the District creation, but the City will be the final arbiter in what applications and materials will be utilized by the City in the application process.

h. The City will review all expenditures of HOT funds utilized by OCCC and in its possession. Any unauthorized use of HOT funds will result in a reduction of HOT funds available to the OCCC being held by the City. Any HOT funds delivered to OCCC which reman unused by March 31, 2026 will be returned to the City, no later than April 15, 2026. The City will conduct a final audit of those funds thereafter.

i. If at any time the appropriate State agency allows the creation of the African American Cultural Heritage District in the City of Galveston, this agreement shall terminate and a new agreement shall be entered into if necessary. HOT funds dedicated for the creation and development of the District shall be de-obligated by the City and returned to the City treasury for reallocation by City Council.

III. MISCELLANEOUS PROVISIONS

j. This Agreement shall be effective from the date of execution through March 31, 2026 or until the responsibilities of both parties have been discharged through the required performance of their contractual duties, whichever comes first.

k. This Agreement may be terminated by either party following the thirty (30) days after mailing of notice of such termination by either party by certified mail, return receipt requested, to the following addresses:

OCCC:
Old Central Cultural Center P.O. Box 2111
Galveston, Texas 77553

CITY:

City of Galveston
City Manager
P.O. Box 779
Galveston, Texas 77553

l. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

m. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created herein under are performable in Galveston County, Texas.

n. The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including The City Charter and The City Code. OCCC acknowledges that the City may only act through its City Council or a duly authorized representative of City Council, and that any act of an employee or officer of the City that is not duly authorized is void. OCCC recognizes that the City is entering into this agreement in its governmental capacity, and not a proprietary one.

o. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as it such

invalid, illegal or unenforceable provision had never been contained herein.

p. Neither party shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean, but not be limited to, acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, hurricanes, natural disasters and any other cause not reasonably with the control of the parties hereto, and which by the exercise of due diligence either party is unable, wholly or in part, to prevent or overcome.

q. OLD CENTRAL CULTURAL CENTER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FOR ANY CLAIM, JUDGMENT OR SETTLEMENT (INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND COURT COSTS) ARISING IN WHOLE OR IN PART OUT OF ANY ACTS OR OMISSIONS BY OCCC UNDER THIS CONTRACT, EXCEPT IN CASES ARISING IN WHOLE OR IN PART OUT OF ANY ACTS OR OMISSIONS BY CITY.

r. The obligations of the City to make payments pursuant to this Agreement are subject to appropriation by the City of funds that are lawfully available to be applied to such purpose. If the City fails to make such an appropriation prior to a fiscal period for the Payments scheduled in such fiscal period, City may terminate this Agreement by providing written notice of such termination to OCCC not less than thirty (30) days prior to the first day of any fiscal period during which Payments are scheduled. Upon any such termination of this Agreement, all of City's obligations under this Agreement shall terminate effective on the last day of the last period for which an appropriation was made.

s. No amendment, modification, or alteration of these terms shall be binding unless it is in writing, dated subsequent to the date of this and duly executed by the parties to this Agreement and dated subsequent to the execution of this Agreement.

t. The parties agree that any dispute between them may be submitted to a mediator mutually agreeable to the parties for resolution.

This contract is entered into for a one year period beginning 23 day of January, 2025 and agreed to by the parties evidenced by the authorized signatures below.

For the City of Galveston:

_____
Brian Maxwell
City Manager
Date: _____

For Old Central Cultural Center:

BY: _____
Title:_____
Date:_____

City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH
STAFF REPORT

Date: January 15, 2025

To: City Manager, Mayor and City Council Members

From: Barbara Ekelund-Sanderson,
Executive Director of Parks, Recreation & Community Outreach

Project location: Lasker Park Pool (2016 43rd Street)

Project: Admissions, Swim Lessons, Swim Team, Jr. Guard, Aquatic Fitness Classes and Rental Fees at Lasker Park Pool

Request: Consider for Approval changes to fees for Lasker Park Pool, authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action

City Council last approved an increase for pool fees in November 2022.

Background

The City of Galveston Parks and Recreation Department's mission is to create, promote, administer, and maintain exceptional recreational programs, facilities, and parks. Lasker Park Pool opened in 2017 and has served the community of Galveston and its visitors since.

Primary funding for operations at Lasker Pool derived from the Industrial Development Corporation, donations, and revenue generated. Staff evaluates fees charged annually and is proposing new rates and additional pass options.

Lasker Park Pool Admission and Swim Lesson rates were established when the pool opened in 2017. In 2019, deck rental fees were also established, and in 2022, the fees increased for the 2023 season. Proposed changes, if approved, would take place beginning February 1, 2025.

Admissions

Current Admissions Fees

Type of Admission	Residents			Non-Residents		
	Adult (18-64)	Youth (17 & Under)	Senior (65+)	Adult (18-64)	Youth (17 & Under)	Senior (65+)
Daily Ticket Price	$5	$4	$4	$12	$10	$10
Annual Pass	$80	$60	$60	$120	$90	$90

Proposed Admissions Fees

Type of Admission	Residents			Non-Residents		
	Adult (18-64)	Youth (17 & Under)	Senior (65+)	Adult (18-64)	Youth (17 & Under)	Senior (65+)
Daily Ticket Price	$6	$5	$5	$15	$15	$15
Annual Pass	$85	$65	$65			

Proposed New Summer Season Pass (May 17 – August 17)

Type of Admission	Residents		
	Adult (18-64)	Youth (17 & Under)	Senior (65+)
Summer Pass	$40	$30	$30

Public Swim Lessons

The fee includes entry for one (1) student and one (1) to two (2) parents or guardians at the time of the lesson. Additional guests will be charged for admissions based on rates above.

Current Swim Lesson Fees (Group Setting)

Residency Status	Cost
Resident	$50/Session
Non-Resident	$75/Session
Scholarships are available.	

Proposed Swim Lesson Fees (Group Setting)

Residency Status	Member Cost	Non-Member Cost
Resident	$50/Session	$60/Session
Non-Resident		$100/Session
Scholarships are available for residents and non-profit organizations.		

Private Swim Lessons

Semi-private and Private Swim Lessons are offered as an alternative to Group swim lessons. The fee includes entry for one (1) student and one (1) to two (2) parents or guardians at the time of the lesson. Additional guests will be charged for admissions. Lessons in this category are scheduled with the facility during their designated times.

Current Swim Lesson Fees (Private Setting)

Private Swim Lessons	Cost
Resident	$100/Session
Non-Resident	$150/Session
Private Lessons include one participant and one instructor for a 30-minute time frame.	

Proposed Swim Lesson Fees (Private Setting)

Private Swim Lessons	Cost
Resident	$100/Session
Non-Resident	$175/Session
Private Lessons include one participant and one instructor for a 30-minute time frame.	

Current Swim Lesson Fees (Semi-Private Setting)

Semi-Private Swim Lessons	Cost
Resident	$70/Session
Non-Resident	$100/Session
Semi-Private lessons include two participants at the same swim level with one instructor for a 30-minute time frame	

Proposed Swim Lesson Fees (Semi-Private Setting)

Semi-Private Swim Lessons	Cost
Resident	$70/Session
Non-Resident	$125/Session
Semi-Private lessons include two participants at the same swim level with one instructor for a 30-minute time frame	

Swim Team/Jr. Lifeguard

Current Swim Team/ Jr. Lifeguards

Fees	Cost
Current Fee	$150/Season
Scholarships are available.	

Proposed Swim Team/Jr. Lifeguards

Fees	Cost
Recommended Fee	$160/Season
Scholarships are available.	

Aquatic Fitness Class Fees

Aquatic Fitness Class	Cost
Per Class	Admissions Cost + $3
Per Season	Admissions Cost + $50
Proposed costs are in addition to daily entry fee or annual pass.	

Aquatic Fitness Class	Cost
Per Class	Admissions Cost + $5
Per Season	Admissions Cost + $55
Proposed costs are in addition to daily entry fee or annual pass.	

Pool Deck Rental

Pool Deck Rentals for parties or gatherings must occur during normal operating hours. Weekday and Weekend Rentals are available dependent upon staff and facility needs and must be scheduled in advance.

Current Deck Rental Fees

Residents			Non-Residents		
Rate	**Deposit**	**Details**	**Rate**	**Deposit**	**Details**
$100 per 2 hours	50% of total rental	➢ Minimum 2-hour rental ➢ Includes 25 wristbands ➢ $3.00 per additional guest (up to 50)	$150 per hour	50% of total rental	➢ Minimum 2-hour rental ➢ Includes 25 wristbands ➢ $3.00 per additional guest (up to 50)

Proposed Deck Rental Fees

Residents			Non-Residents		
Rate	**Deposit**	**Details**	**Rate**	**Deposit**	**Details**
$300 per 3 hours Holiday/ Weekends: $350 per 3 hours	$50 per rental	➢ Minimum 3-hour rental ➢ Includes 25 wristbands ➢ $4.00 per additional guest (up to 50)	$500 per 3 hours Holiday/ Weekends: $550 per 3 hours	$50 per rental	➢ Minimum 3-hour rental ➢ Includes 25 wristbands ➢ $4.00 per additional guest (up to 50)

Full Facility Private Rental

Full Facility Private Rentals were established in 2023 and staff is recommending no changes to these fees at this time. These rentals are dependent on staff and facility availability. Rentals are available weekends in June, July, and August from 7:00pm until 9:00pm on Fridays, Saturdays and Sundays. Requests outside of these time frames will be considered on a case-by-case basis by the Aquatics Manager and Executive Director of Parks, Recreation & Community Outreach.

- **Base Rate**: $300 for resident and $400 for non-residents
- Lifeguards are required and are included in the rates below.
- A Certified Peace Officer is required. Their fee(s) is not included in the Base Rate or Rental Rate. They must be approved by Galveston Police Department.

Residents			Non-Residents		
Rate	**Deposit**	**Details**	**Rate**	**Deposit**	**Details**
$520 per 2 hours	50% of total rental	➢ 2-hour rental ➢ Includes 6 Lifeguards ➢ Includes up 120 guests	$620 per 2 hours	50% of total rental	➢ 2-hour rental ➢ Includes 6 Lifeguards ➢ Includes up 120 guests
$600 per 2 hours	50% of total rental	➢ 2-hour rental ➢ Includes 8 Lifeguards ➢ Includes up to 180 guests	$720 per 2 hours	50% of total rental	➢ 2-hour rental ➢ Includes 8 Lifeguards ➢ Includes up to 180 guests

Fiscal Impact Report

- **Total Cost.** There is no cost to the City.
- **Funding Source.** N/A

Alternatives

Do not approve changes to fees for Lasker Park Pool and revenue will continue to be generated at the current rates.

Staff Recommendation

Staff recommends approving changes to fees for Lasker Park Pool, authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach

City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH
STAFF REPORT

Date: January 14, 2025

To: City Manager, Mayor and City Council Members

From: Barbara Ekelund-Sanderson,
Executive Director of Parks, Recreation & Community Outreach

Project location: 21st & Strand **Project:** Z Krewe Street Art Application

Request: Consider for Approval an Application to the Cultural Arts Commission from the Z Krewe for permission to paint the intersection at 21st and Strand, consistent with long tradition and in compliance with the standards set out in Section 32-3 "Notices, drawings, or caricatures on pavement" of the City of Galveston Code.

Prior Council Action: City Council approved Z Krewe's application to the Cultural Arts Commission in 2022,2023, and 2024.

Background

The City of Galveston City Council passed a change to "Notices, drawings, or caricatures on pavement" in Section 32-3 of the City of Galveston Code in 2021, necessitating the need for an application and granting of a permit to authorize applicants they have permission to paint, or draw art on sidewalks, streets, or public places. The Cultural Arts Commission was tasked with reviewing applications and has been doing so since January 2022.

The Cultural Arts Commission met on January 14, 2025 and among their agenda items, was an application from Z Krewe requesting consideration for recommending to City Council, permission to paint the Z Krewe logo, using water based paint during Mardi Gras 2025. For over 25 years, Z Krewe has painted their logo and a design correlating with the Mardi Gras theme for the year. After review of their application packet, the Cultural Arts Commission voted unanimously to recommend approval of the Z Krewe request to City Council.

City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH
STAFF REPORT

Fiscal Impact Report

- **Total Cost.** No Cost or Fiscal Impact to City.
- **Funding Source.** N/A

Alternatives
Do not approve the application to the Cultural Arts Commission, from the Z Krewe for permission to paint the intersection at 21st and Strand, consistent with long tradition and in compliance with the standards set out in Section 32-3 "Notices, drawings, or caricatures on pavement" of the City of Galveston Code.

Staff Recommendation
Staff recommends approving the application to the Cultural Arts Commission, from the Z Krewe for permission to paint the intersection at 21st and Strand, consistent with long tradition and in compliance with the standards set out in Section 32-3 "Notices, drawings, or caricatures on pavement" of the City of Galveston Code.

Attachments
Z Krewe 2025 Proposal

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach

City of Galveston

CULTURAL ARTS COMMISSION

APPLICATION FOR APPROVAL OF ART DRAWN
ON STREETS, SIDEWALKS AND PUBLIC PLACES

Notice to Applicants:

Please complete the following application to be considered for approval of art drawn on streets, sidewalks, and public places. Your application will be presented to the Cultural Arts Commission for their review at an upcoming meeting. The Cultural Arts Commission meets on the second Tuesday of each month at 2pm. You will be invited to attend the meeting once your application has been scheduled on their agenda.

This application does not represent an acceptance of the application. Any permits granted are revocable at any time and without notice. The granting of this permit does not make the organization or people receiving or working under the permit employees or agents of the City of Galveston. The organization is responsible for all time and materials associated with the applied for project. Any deviations from the project as applied for must be requested before such deviations take place. The organization shall follow all local laws and conditions, and the failure to do so will result in the immediate revocation of any granted permits, as well as being civilly or criminally liable for such actions or failures to act.

How to Apply:

- Submit your application to: CulturalArts@GalvestonTX.gov. The Chair and/or a City of Galveston Staff Liaison will reach out once the application has been received.

City of Galveston

CULTURAL ARTS COMMISSION
APPLICATION FOR APPROVAL OF ART DRAWN
ON STREETS, SIDEWALKS AND PUBLIC PLACES

Please complete this form and include with the submission of application materials.
Please email all materials to CulturalArts@GalvestonTX.gov in PDF format.

Applicant Name(s): Steve Hill

Contact Number: [redacted]

Email address: [redacted]

Location of Proposed Project: 21st & Strand

Surface Description: Street

Proposed Dimensions: 8ft x 10 ft

Proposed Materials: water based paint

Projected Duration / Lifetime of Project including Start Date: Start 3/1/2025, will wear off 1st Day under Mardi Gras Crowds see attached description

Maintenance Plan: N/A

Removal Plan and Date: N/A

* **Please include any renderings, designs, or sketches of your proposal, including colors and dimensions, with your application.**

* **If you have letters of support from property owners or neighbors, we encourage you to submit those with your application.**

Proposal to
Galveston Cultural Arts Commission
Z Krewe Paints the Steet

The Event: Mardi Gras 2025
The Date: Saturday, March 1
The Place: Jockusch Building at 21st and Strand Street
Paint: WATER BASED Yellow, Green and Black paint

Description of event:

On Saturday, March 1 at 6:00am Z Krewe members will paint (weather permitting) the Z Krewe Logo on the street at the intersection of 21st Street and The Strand. This painting process will only take 1 to 1.5 hours, and because of Mardi Gras, most of the streets in that area are already blocked off to normal traffic. The logo will face toward the corner of the Jockusch building, where Z Krewe holds it's annual Mardi Gras balcony parties, so that members and guests can look down and see our Z Krewe Logo in the street. We will be using water base paints. With all the people and parade traffic going over the logo, the Z Krewe logo will be rubbed off by the end of the day.

The second Saturday of Mardi Gras is designated as "Z Krewe Day" by the Galveston City Council each year. At 1:00pm Mayor Craig Brown will come to our balcony and read the official City of Galveston proclamation naming Saturday, March 1 as Z Krewe Day.

Z Krewe Street painting has been a tradition for over 25 years without any problems with the City of Galveston. We were recently informed by a City of Galveston Marshall that we need to get city approval or permit to paint the street.

Z Krewe is a 501c3 charity organization. Our balcony party is open to the public and anyone may attend upon purchasing a ticket. On behalf of our Krewe, I would like to Thank You for giving us your approval or permit so we may once again continue to carry out this tradition of Z Krewe Paints the Street.

Sincerely,

XPEME

XPLNK

City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH
STAFF REPORT

Date: January 14, 2025

To: City Manager, Mayor and City Council Members

From: Barbara Ekelund-Sanderson,
Executive Director of Parks, Recreation & Community Outreach

Project location: 15th Street (Ursuline St. to Ave N 1/2)

Project: United Way of Galveston Sidewalk Art Application

Request: Consider for Approval an Application to the Cultural Arts Commission from the United Way of Galveston for permission to paint the sidewalk and ramp walls, located at Austin Middle School (East Side), in compliance with the standards set out in Section 32-3 "Notices, drawings, or caricatures on pavement" of the City of Galveston Code.

Prior Council Action: No Prior Council Action.

Background

The City of Galveston City Council passed a change to "Notices, drawings, or caricatures on pavement" in Section 32-3 of the City of Galveston Code in 2021, necessitating the need for an application and granting of a permit to authorize applicants they have permission to paint, or draw art on sidewalks, streets, or public places. The Cultural Arts Commission was tasked with reviewing applications and has been doing so since January 2022.

The Cultural Arts Commission met on December 10th, 2024, and among their agenda items, was an application from the United Way of Galveston requesting consideration for recommending to City Council, permission to paint the second Born Learning Trail located between 15th Street (Ursuline St. to Ave N 1/2). After review of their application packet, the Cultural Arts Commission voted unanimously to recommend approval of the request to City Council.

Born Learning Trails are designed to engage caregivers (parents, grandparents, aunts, uncles, etc.) of young children with tools to turn everyday moments into learning opportunities. Over 750 outdoor trails have been installed in parks, at schools, and in communities across the United States. The United Way of Galveston installed their first Born Learning Trail in March 2023 at Adoue Park and have received feedback from parents, community members, GISD educators, and others telling them how much they enjoy the addition of those educational enhancements.

Fiscal Impact Report

- **Total Cost.** No Cost or Fiscal Impact to City.
- **Funding Source.** N/A

Alternatives

Do not approve the application to the Cultural Arts Commission from the United Way of Galveston & Nia Cultural Center for permission to paint two (2) sidewalks, located near the intersection of 21st and Avenue L, in compliance with the standards set out in Section 32-3 "Notices, drawings, or caricatures on pavement" of the City of Galveston Code.

Staff Recommendation

Staff recommends approving the application to the Cultural Arts Commission from the United Way of Galveston & Nia Cultural Center for permission to paint two (2) sidewalks, located near the intersection of 21st and Avenue L, in compliance with the standards set out in Section 32-3 "Notices, drawings, or caricatures on pavement" of the City of Galveston Code.

Attachments

United Way of Galveston & Nia Cultural Center Proposal

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach

City of Galveston

CULTURAL ARTS COMMISSION

APPLICATION FOR APPROVAL OF ART DRAWN ON STREETS, SIDEWALKS AND PUBLIC PLACES

Notice to Applicants:

Please complete the following application to be considered for approval of art drawn on streets, sidewalks, and public places. Your application will be presented to the Cultural Arts Commission for their review at an upcoming meeting. The Cultural Arts Commission meets on the second Tuesday of each month at 2pm. You will be invited to attend the meeting once your application has been scheduled on their agenda.

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How to Apply:

- Submit your application to: CulturalArts@GalvestonTX.gov. The Chair and/or a City of Galveston Staff Liaison will reach out once the application has been received.

City of Galveston

CULTURAL ARTS COMMISSION
APPLICATION FOR APPROVAL OF ART DRAWN
ON STREETS, SIDEWALKS AND PUBLIC PLACES

Please complete this form and include with the submission of application materials.
Please email all materials to CulturalArts@GalvestonTX.gov in PDF format.

Applicant Name(s): **United Way of Galveston, Nia Cultural Center**

Contact Number: [redacted]

Email address: [redacted]

Location of Proposed Project: **2 sidewalks around MECC (21st between Aves K-L, and Ave. L between 21st -20th Streets (sitemap attached)**

Surface Description: **Sidewalk**

Proposed Dimensions: **width and length of sidewalk**

Proposed Materials: **Paint**

Projected Duration / Lifetime of Project including Start Date: **Installation on Saturday, April 13, 2024**

Paint touch-ups and signage replacement as needed (neither have been needed in 1 year at Adoue Park)

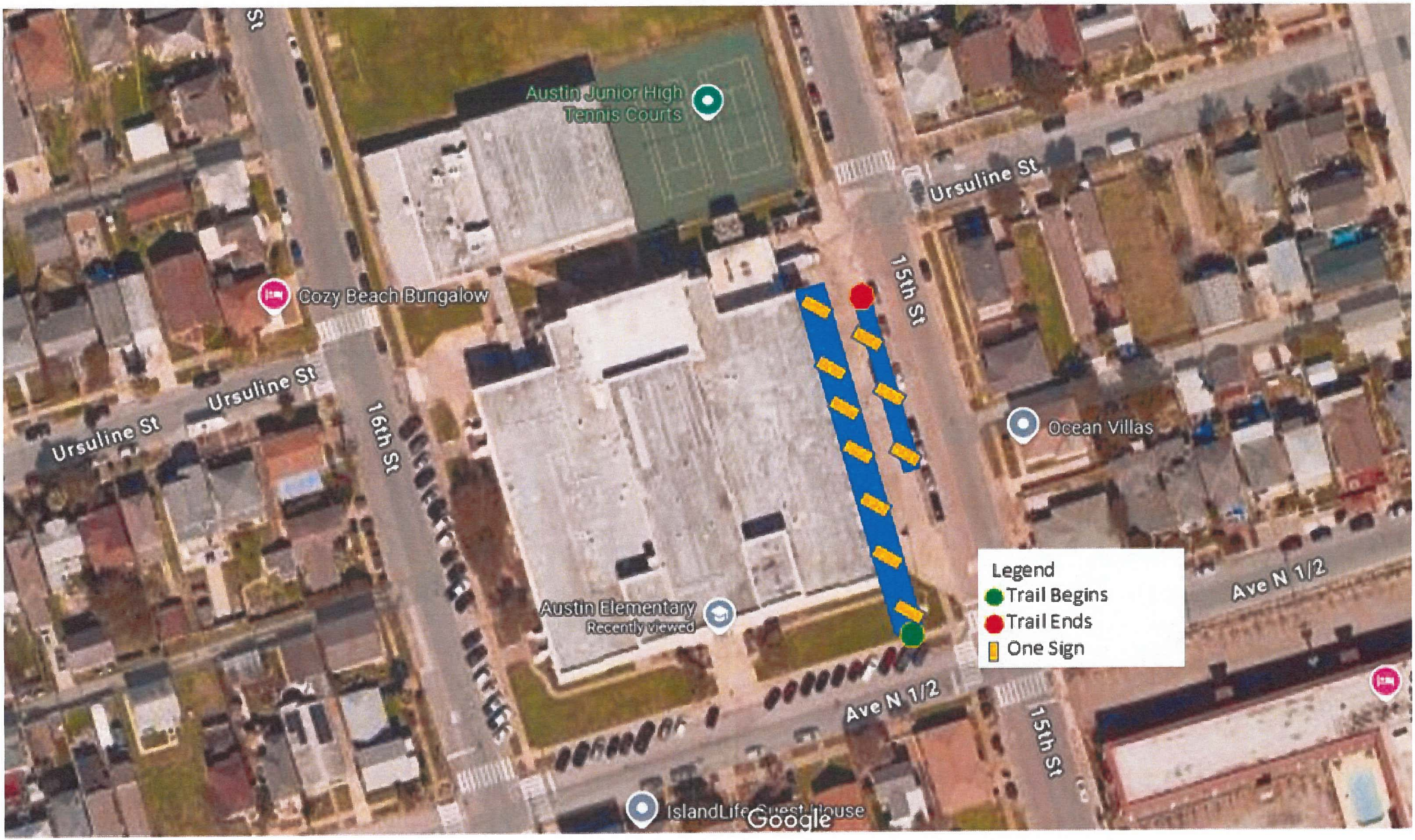
Maintenance Plan: **United Way will maintain upkeep**

Removal Plan and Date: **As needed/directed/requested**

* **Please include any renderings, designs, or sketches of your proposal, including colors and dimensions, with your application.**

* **If you have letters of support from property owners or neighbors, we encourage you to submit those with your application.**

Approximate Site Map for Born Learning Signs at Austin Elementary



Austin Elementary School Born Learning Trail

Supplemental Information for

United Way of Galveston Application 12-5-24

Art Drawn on Sidewalks, Streets, or Public Places

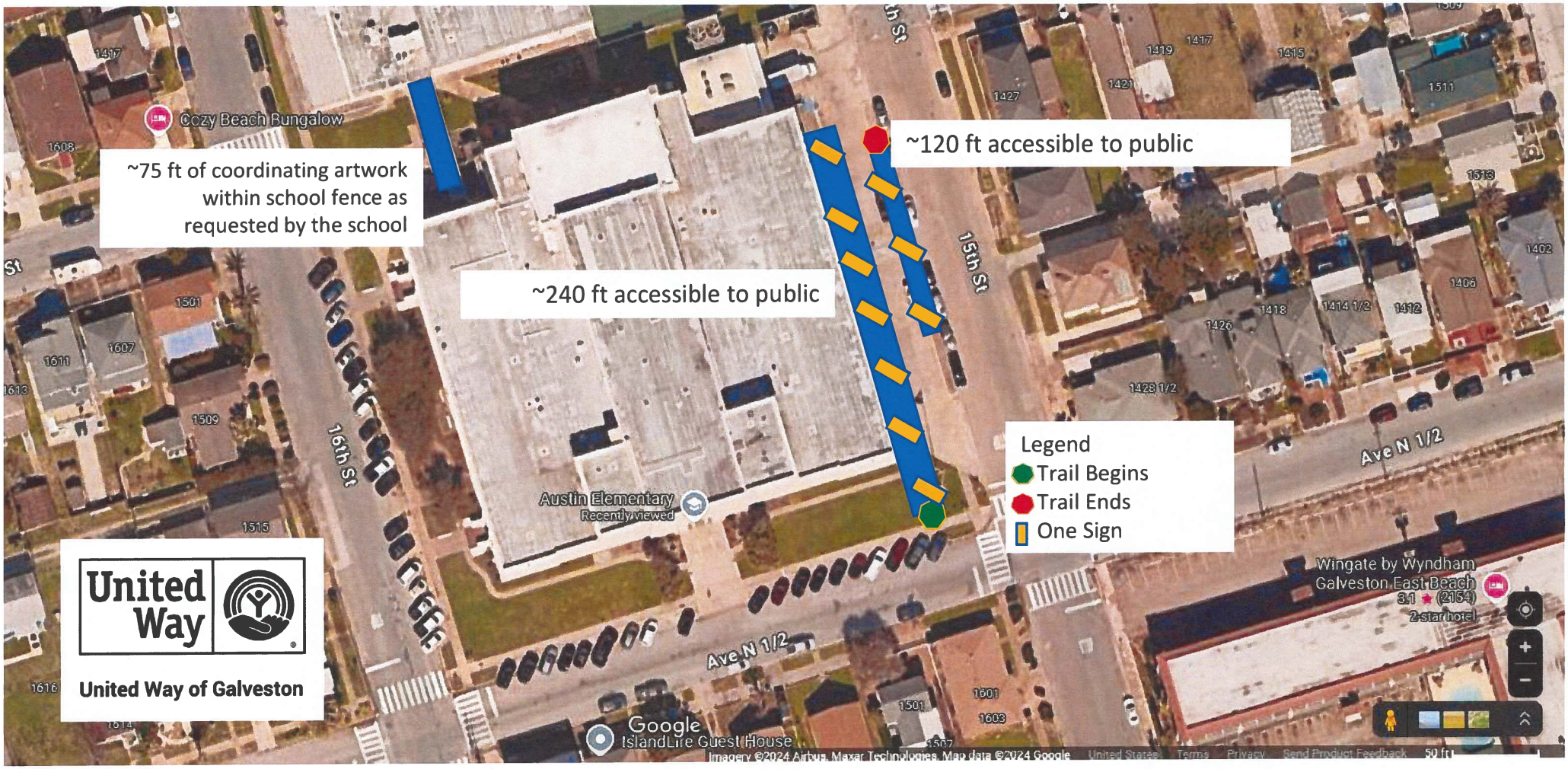
United Way of Galveston

Overview

United Way of Galveston

- The Rotary Club of Galveston has sponsored the installation of a new United Way of Galveston Born Learning Trail at Austin Elementary School
  - Details attached
- Volunteers from Galveston Rotary are planning to install the prosed trail as part of a community service project on Saturday, February 8, 2025
- United Way of Galveston is taking the lead on coordinating the installation, as has previously been done at Born Learning Trail Installations at Adoue Park and Moody Early Childhood Center, and will purchase supplies, direct the installation, and maintain the installation in perpetuity.
- United Way of Galveston has designed the installation in partnership with GISD via Austin Elementary School's Principal, Dr. Julia Ramirez (Letter of Support is attached), and artwork for the installation will be customized for the Austin Red Wolves by artists Kathy VanDewalli and Jennifer Jameson.

Approximate Site Map with Measurements for Born Learning signage and age-appropriate artwork for babies and young children at Austin Elementary to support Early Learning and Literacy



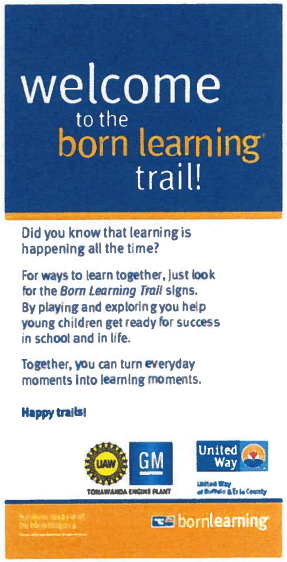
Born Learning Trail Installation at Austin Elementary School

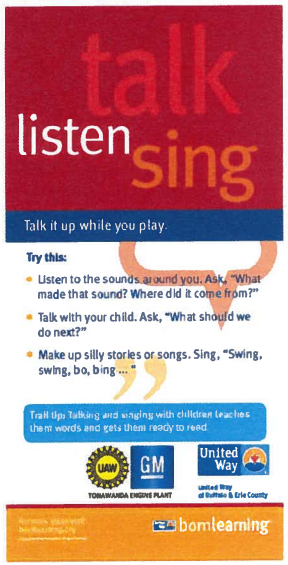
United Way of Galveston

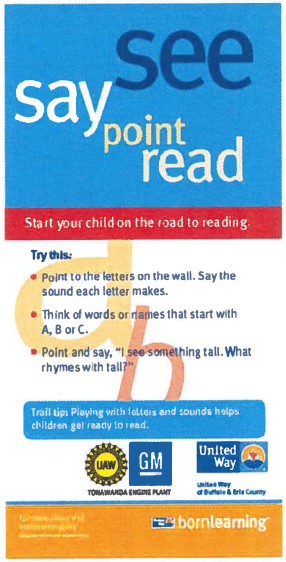
- Materials
  - Official Born Learning Trail Signs (Attachment A)
    - 10 sets of signs along the path each, English and Spanish, hung in pairs
      - i.e., Welcome in English and Spanish; 20 signs, 10 "stations"
      - Sign Specifications: 24"x12" S/F print/lam on Signabond w/ round corners
    - See Adoue Park and Moody Early Childhood Center for examples
  - Paint
    - Behr Premium Plus Exterior Paint & Primer in Satin Enamel
      - Park Picnic - P390-7; Brilliant Blu - P510-6; Tropics - 450-6; Kings Court - P560-7; Buzz-in - P300-6; Beauty Queen - P120-5; Tart Orange - HDC-MD-27; 100 MPH - P170-7; White; Black
- Examples of prior work (Attachment B)
  - See arial photograph of Moody Early Childhood Center
- Maintenance Plan
  - The installation will be maintained in perpetuity by United Way of Galveston as evidenced at Adoue Park and as previously agreed upon for Adoue Park, MECC, and Parker Elementary School, using our pool of volunteers and annual city-wide volunteer events

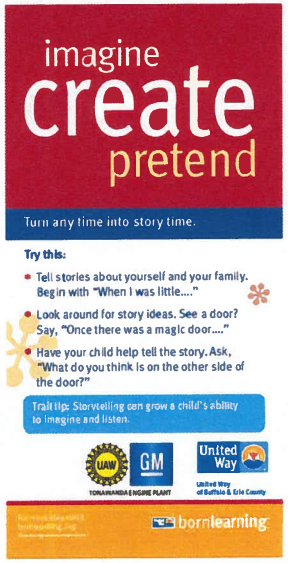
Attachment A: Signage Examples

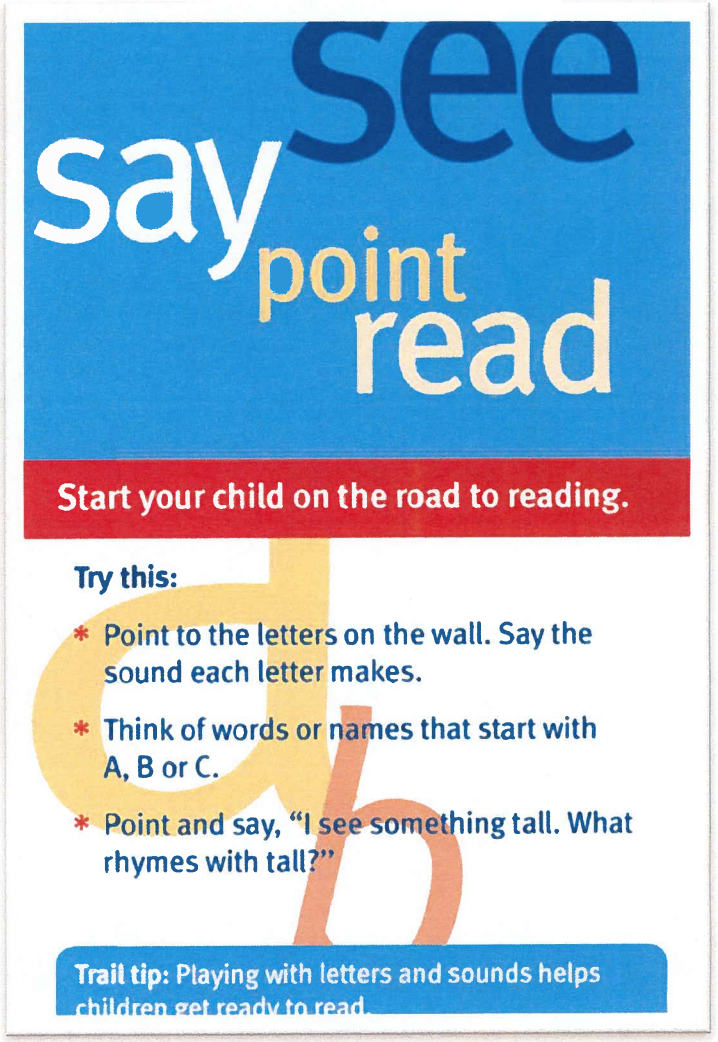
United Way of Galveston











Attachment B: Moody Early Childhood Center

Any Questions?
Need more information?

United Way of Galveston

- Please contact me!
  - Lindsey White, United Way of Galveston Executive Director
  - (409) 762-HELP office
  - (409) 750-5051 mobile
  - lwhite@uwgalv.org

409-761-3500
juliaramirez@gisd.org
1514 Avenue N1/2
Galveston, Texas 77550

December 9, 2024

To: Cultural Arts Commission of the City of Galveston

My name is Dr. Julia Ramirez, and I and the Principal of Austin Elementary School. Prior to this year, I was Principal of Rosenberg Elementary School, which was adjacent to Adoue Park, home of Galveston's first Born Learning Trail.

I'm writing in support of United Way of Galveston's application to install a new Born Learning Trail at our school. I believe in the Born Learning + Baby Smart Program that United Way of Galveston has been leading because I have seen it in action and it works.

The United Way of Galveston is working to equip caregivers of young children with tools to build healthy brains for babies and children ages 0-6, and this helps us at Galveston ISD. When parents and caregivers are involved in early learning, they are more likely to be involved in the duration of a student's enrollment in our school. The students who have been exposed to intentional and recurring early learning opportunities, like those that the Born Learning Trails provide, are more likely to have a more robust vocabulary, which is an important indicator of later success in academics and life.

In short, United Way of Galveston is setting the stage for early learning with the Born Learning Trails by empowering caregivers, like parents and grandparents, with tools to help their baby flourish and thrive. We are very appreciative of this partnership to bring Born Learning to our brand new Austin Elementary School and the community that surrounds our campus.

If you have any questions, please call or email my office and we will happily provide more information.

Thank you for considering this proposal for a new Born Learning Trail. We would love to see this happen for our Red Wolves and their families!

Dr. Julia Ramirez
Principal
Austin Elementary School

City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH
STAFF REPORT

Date: January 13, 2025

To: City Manager, Mayor and City Council Members

From: Barbara Ekelund-Sanderson,
Executive Director of Parks, Recreation & Community Outreach

Project location: Pocket Park 1 (11102 FM 3005) and Pocket Park 3 (13315 FM 3005)

Project: Portacan Rentals for Pocket Parks 1 and 3.

Request: Consider for approval the rental of portacan units for Pocket Parks 1 and 3, in the amount of $23,114.00 each, for a total of $46,228.00, for March through October 2025.

Prior Council Action

City Council approved an interlocal agreement with Galveston County for management services related to Beach Pocket Parks 1 and 3 in 2017.

Background

The City of Galveston manages Beach Pocket Park 1 and Beach Pocket Park 3. Due to a high number of users at Pocket Park 1 and the anticipated high number of users at Beach Pocket Park 3, the City has sought quotes for the rental of portacans from March through October 2025.

The City estimates that six (6) regular units, two (2) ADA units, and one (1) handwashing station, serviced four (4) times a week will be needed at both locations. The units will be serviced on Sunday, Monday, Wednesday, and Friday.

Fiscal Impact Report

Vendor	Overall Amount
Stallion Infrastructure Services	**$23,114.00 ($2,889.25/mo)**
Lone Star Restroom Rentals	**$31,875.00 ($3,984.38/mo)**
United Site Services	**$50,928.16 ($6,366.02/mo)**

- $23,114.00 from Beach User Fees for Pocket Park 1
- $23,114.00 from Beach User Fees for Pocket Park 3
- **Total $46,228.00**

Alternatives

Do not approve the rental of portacan units for Pocket Parks 1 and 3, in the amount of $23,114.00 each, for a total of $46,228.00, for March through October 2025 and the City will either need to seek additional quotes, or be unable to provide portacans at both locations for the spring and summer seasons.

Staff Recommendation

Staff recommends approving the rental of portacan units for Pocket Parks 1 and 3, in the amount of $23,114.00 each, for a total of $46,228.00, for March through October 2025.

Attachments

- Quote from Stallion Infrastructure Services
- Quote from Lone Star Restroom Rentals
- Quote from United Site Services
- HUB Vendor Search

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach

INTERNAL QUOTE SHEET

Employee Name:	Department:
Rosie Torrez	Parks and Recreation

Product/Service:
Portables and Handwasing Stations For Pocket Park I

QUOTE 1:	Date Contacted: 01-07-2025	Hub Vendor: Yes ☐ No ■
Company: United Site Services	Contact Name: BrhandyThronton	
Telephone #: 1-800-864-5387	E-Mail: brhandy.thornton@unitedsiteservicesinc.com	
Amount of Bid: $40,061.92 ($5007.74/mo)	Date Responded: 01/07/2025	
Comments:		

QUOTE 2:	Date Contacted: 01/07/2025	Hub Vendor: Yes ☐ No ■
Company: Stallion	Contact Name: Debbie Butts	
Telephone #: 713-275-4154	E-Mail: dbutts@StallionIS.com	
Amount of Bid: $23,114.00 ($2889.25/mo)	Date Responded: 01/08/2025	
Comments:		

QUOTE 3:	Date Contacted: 01/07/2025	Hub Vendor: Yes ■ No ☐
Company: Lone Star Restroom Rentals	Contact Name: Lee Richard	
Telephone #: 832-263-4901	E-Mail: lrichard@lonestarrentalstx.com	
Amount of Bid: $31,875.00 ($3984.38/mo)	Date Responded: 01/08/2025	
Comments:		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

INTERNAL QUOTE SHEET

Employee Name:	Department:
Rosie Torrez	Parks and Recreation

Product/Service:
Portables and Handwasing Stations for Pocket Park 3

QUOTE 1:	Date Contacted: 01-07-2025	Hub Vendor: Yes ☐ No ■
Company: United Site Services	**Contact Name:** BrhandyThronton	
Telephone #: 1-800-864-5387	**E-Mail:** brhandy.thornton@unitedsiteservicesinc.com	
Amount of Bid: $50,928.16 ($6366.02/MO)	**Date Responded:** 01/07/2025	
Comments:		

QUOTE 2:	Date Contacted: 01/07/2025	Hub Vendor: Yes ☐ No ■
Company: Stallion	**Contact Name:** Debbie Butts	
Telephone #: 713-275-4154	**E-Mail:** dbutts@StallionIS.com	
Amount of Bid: $23,114.00 ($2889.25/mo)	**Date Responded:** 01/08/2025	
Comments:		

QUOTE 3:	Date Contacted: 01/07/2025	Hub Vendor: Yes ■ No ☐
Company: Lone Star Restroom Rentals	**Contact Name:** Lee Richard	
Telephone #: 832-263-4901	**E-Mail:** lrichard@lonestarrentalstx.com	
Amount of Bid: $31,875.00 ($3984.38/mo)	**Date Responded:** 01/08/2025	
Comments:		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

STALLION
INFRASTRUCTURE SERVICES

Stallion Infrastructure Services, LTD
7600 SOUTH SANTA FE DR
HOUSTON, TX 77061
PH: 713-275-4154
24 HOURS/DAY 7 DAYS/WEEK

DBA's:
Stallion Oilfield Services, Ltd.
Stallion Oilfield Services, LLC
STARCOMM
StallionRents
SIMETRY

RENTAL QUOTE

Quote #	504660
Contract Date	03/07/25
Date Out	03/07/25 07:00 AM
Est Return	09/30/25 05:00 PM

SI PDN

Job Loc: 3898 11 MILE RD, GALVESTON

Explore our new customer portal for quote acceptance and online invoice payments.
my.stallionis.com/quotes

Customer #: 5996
CITY OF GALVESTON
823 25TH ST
GALVESTON, TX 77550-2103

Job Site:
POCKET PARK #3
3898 11 MILE RD
GALVESTON, TX 77554
C#: 409-797-3723

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
ROSIE TORREZ			30
Written By:	**Sales Rep:**	**Time Printed:**	**Location:**
DEBBI BUTTS	DEBBI BUTTS	01/07/25 10:11 AM	1025

Qty	Equipment description	Cat-Class	28 Days	Amount
6.00	PORTABLE TOILET, STANDARD SERVICE 4X WEEK	510- 1030	$290.00	$13,920.00
2.00	PORTABLE TOILET, ADA ACCESSIBLE SERVICE 4X WEEK	510- 1000	$300.00	$4,800.00
1.00	HAND-WASH STATION SERVICE 4X WEEK	560- 1020	$320.00	$2,560.00

Estimated Sub-Total Rental: $21,280.00

SALES ITEMS

Qty	Item Number/Description	Unit	Price	Amount
9.00	SRV00203 PORTABLE TOILET MOB - EA DELIVERY AND PICK UP $30/UNIT	EACH	$30.00	$270.00
9.00	SRV00264 STAKE DOWN UNIT FEE	EACH	$75.00	$675.00

Estimated Sub-Total Services: $945.00

RENTAL QUOTE

Quote # 504660 SI PDN

DELIVERY INSTRUCTIONS:
RENTAL RATE WILL INCLUDE 4 SERVICES PER WEEK...SUNDAY, MONDAY, WEDNESDAY AND FRIDAY.
EMERGENCY SERVICE TRIP FEE - $150 PLUS SERVICING
UNSCHEDULED SERVICE FEE - $50 PER UNIT
EQUIPMENT MOVE FEE - $50 PER UNIT PLUS STAKE DOWN FEE

Estimated	Sub-Total:	$22,225.00
Estimated	Tax:	$0.00
Estimated	**Total:**	**$22,225.00**

By executing this document or by accepting products, equipment, services, rentals, or sales described herein from the Stallion entity identified herein ("Stallion"), the customer identified herein ("Customer") agrees to be bound by (i) this document and the Stallion terms is available at www.stallionls.com/company/terms-conditions. ("Stallion") (the "Stallion Terms"), and (ii) subsequent written (including by email, facsimile, text message) modifications to the products, equipment, services, rentals, sales or pricing reflected in this document or a subsequent mutually accepted proposal, work order, field ticket, delivery ticket, notes to pricing, contract or invoice. Any additional or different terms in Customer's purchase order or in any subsequent communication by Customer that are not specifically accepted in writing by Stallion are hereby rejected and shall not be binding on Stallion. **Notwithstanding the foregoing, if Customer and Stallion have negotiated and agreed to an unexpired and valid master service agreement or other agreement that governs their relationship with respect to the products, equipment, services, rentals or sales between Customer and Stallion, then the terms of such MSA or agreement shall control to the extent of any conflict with the Stallion Terms.**

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.
Renter further acknowledges that he/she has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions, and provisions hereof.
Renter acknowledges that he/she has received a true and correct copy of this agreement at the time of execution hereof.
THIS IS YOUR CONTRACT, READ ALL PAGES BEFORE SIGNING
TAXES/SURCHARGES/ENVIRONMENTAL FEES, AS APPLICABLE, WILL BE ADDED TO THE ABOVE PRICING AT THE TIME OF INVOICING

X _____ X _____

Print Customer Name Date Customer Signature

STALLION
INFRASTRUCTURE SERVICES

Stallion Infrastructure Services, LTD
7600 SOUTH SANTA FE DR
HOUSTON, TX 77061
PH: 713-275-4154
24 HOURS/DAY 7 DAYS/WEEK

DBA's:
Stallion Oilfield Services, Ltd.
Stallion Oilfield Services, LLC
STARCOMM
StallionRents
SIMETRY

RENTAL QUOTE

Quote #	504662
Contract Date	10/01/25
Date Out	10/01/25 07:00 AM
Est Return	10/06/25 05:00 PM

SI PDN

Job Loc: 3898 11 MILE RD, GALVESTON

Explore our new customer portal for quote acceptance and online invoice payments.
my.stallionis.com/quotes

Customer #: 5996
CITY OF GALVESTON
823 25TH ST
GALVESTON, TX 77550-2103

Job Site:
POCKET PARK #3
3898 11 MILE RD
GALVESTON, TX 77554
C#: 409-797-3723

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
ROSIE TORREZ			30
Written By:	**Sales Rep:**	**Time Printed:**	**Location:**
DEBBI BUTTS	DEBBI BUTTS	01/07/25 10:23 AM	1025

Qty	Equipment description	Cat-Class	Per Unit	Amount
6.00	PORTABLE TOILET, STANDARD SERVICE 4X WEEK	510- 1030	$97.00	$582.00
2.00	PORTABLE TOILET, ADA ACCESSIBLE SERVICE 4X WEEK	510- 1000	$100.00	$200.00
1.00	HAND-WASH STATION SERVICE 4X WEEK	560- 1020	$107.00	$107.00

Estimated Sub-Total Rental: $889.00

SALES ITEMS

Qty	Item Number/Description	Unit	Price	Amount

DELIVERY INSTRUCTIONS:
RENTAL RATE WILL INCLUDE 4 SERVICES PER WEEK...SUNDAY, MONDAY, WEDNESDAY AND FRIDAY.
EMERGENCY SERVICE TRIP FEE - $150 PLUS SERVICING
UNSCHEDULED SERVICE FEE - $50 PER UNIT
EQUIPMENT MOVE FEE - $50 PER UNIT PLUS STAKE DOWN FEE

Estimated	Sub-Total:	$889.00
Estimated	Tax:	$0.00
Estimated	**Total:**	**$889.00**

By executing this document or by accepting products, equipment, services, rentals, or sales described herein from the Stallion entity identified herein ("Stallion"). the customer identified herein ("Customer") agrees to be bound by (i) this document and the Stallion terms is available at www.stallionls.com/company/terms-conditions. ("Stallion") (the "Stallion Terms"), and (ii) subsequent written (including by email, facsimile, text message) modifications to the products, equipment, services, rentals, sales or pricing reflected in this document or a subsequent mutually accepted proposal, work order, field ticket, delivery ticket, notes to pricing, contract or invoice. Any additional or different terms in Customer's purchase order or in any subsequent communication by Customer that are not specifically accepted in writing by Stallion are hereby rejected and shall not be binding on Stallion.Notwithstanding the foregoing, if Customer and Stallion have negotiated and agreed to an unexpired and valid master service agreement or other agreement that governs their relationship with respect to the products, equipment, services, rentals or sales between Customer and Stallion, then the terms of such MSA or agreement shall control to the extent of any conflict with the Stallion Terms.

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.
Renter further acknowledges that he/she has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions, and provisions hereof.
Renter acknowledges that he/she has received a true and correct copy of this agreement at the time of execution hereof.
THIS IS YOUR CONTRACT, READ ALL PAGES BEFORE SIGNING
TAXES/SURCHARGES/ENVIRONMENTAL FEES, AS APPLICABLE, WILL BE ADDED TO THE ABOVE PRICING AT THE TIME OF INVOICING

X _____ X _____

Print Customer Name Date Customer Signature

Rosie,

Good morning I hope this email finds you well. Please see quote below. Please don't hesitate to reach out if you have any questions.

6 Standard Portables
2 ADA accessible Portables
1 Handwashing Station

All units cleaned 4 x week on Monday, Wednesday, Friday, Sunday
Starting March 7- September 30

$14,875.00

October 2026
6 Standard Portables
2 ADA accessible Portables
1 Handwashing Station

All units serviced 4 x week October 1-6

$1062.50

Lee Richard
Owner
Lone Star Restroom Rentals,LLC
Lrichard@lonestarrentalstx.com
W:832-263-4901
www.lonestarrentalstx.com

LONE STAR
RESTROOM RENTALS

United SITE SERVICES

Account #: ACT-01664823
Quote #: Q-1167247
Expiration Date: 02-06-25

Quote

Date: 01-07-25

Customer: LASKER COMMUNITY POOLS

Document #
1167247

Delivery Address:

3898 11 Mile Rd
JAMAICA BEACH, TX 77554

Requested By:

ROSIE TORREZ
409-797-3724
rtorrez@galvestontx.gov

USS Contact:

Brhandy Thornton
Inside Sales Rep-Inbound

brhandy.thornton@unitedsiteservicesinc.com
United Site Services of Texas, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Restroom Bundle Configuration Estimated Delivery 03-07-25						
Restroom Bundle Configuration Estimated Delivery 03-07-25						
1 Service 4 Days per Week	EA	$304.00	6	Recurring	$1824.00	Y
1 Service 4 Days per Week	EA	$304.00	1	Recurring	$304.00	Y
Standard Restroom	EA	$30.00	1	Recurring	$30.00	Y
Standard Restroom	EA	$30.00	6	Recurring	$180.00	Y
Hand Cleaning Bundle Configuration Estimated Delivery 03-07-25						
Hand Cleaning Bundle Configuration Estimated Delivery 03-07-25						
1 Service 4 Days per Week	EA	$304.00	1	Recurring	$304.00	Y

1 Service 4 Days per Week	EA	$304.00	1	Recurring	$304.00	Y
2 Station Hand Wash Sink	EA	$30.00	1	Recurring	$30.00	Y
2 Station Hand Wash Sink	EA	$30.00	1	Recurring	$30.00	Y
Restroom Bundle Configuration Estimated Delivery 03-07-25						
Restroom Bundle Configuration Estimated Delivery 03-07-25						
1 Service 4 Days per Week	EA	$464.00	1	Recurring	$464.00	Y
1 Service 4 Days per Week	EA	$464.00	2	Recurring	$928.00	Y
ADA Restroom	EA	$60.00	1	Recurring	$60.00	Y
ADA Restroom	EA	$60.00	2	Recurring	$120.00	Y

Other Recurring Charges

Item	Charge Type	Total Charge	Tax
Energy and Compliance Fee	Recurring	$682.17	Y

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	$540.00	Y
Energy and Compliance Fee	One-Time	$80.60	Y

Subtotal Recurring	$5,260.17
Tax Recurring	$433.99
Total Recurring	**$5,694.16**
Subtotal One-Time	$620.60
Tax One-Time	$51.26
Total One-Time	**$671.86**
Grand Total	**$6,366.02**

Notes:

X 8

50,928.16

Search For Vendors

Please Fill out a Survey

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List
- Vendor Performance Report Search

Sorry, No vendors found for the search condition entered.
Search Condition : SearchType=HUB's Only,Section1 Class Code=977,Section1 Item(s)=(73),Location County=Galveston

Centralized Master Bidders List - HUB Directory Search

The **CMBL** is a master database used by State of Texas purchasing entities to develop a mailing list for vendors to receive bids based on the products or services they can provide to the State of Texas. Manufacturers, suppliers, and other vendors wishing to furnish materials, equipment, supplies, and services to the state should register for the CMBL to receive bidding opportunities. The information in this database is published in compliance with Texas Government Code §2155.263 and §2161.064, and Texas Administrative Code §20.107 and §20.293.

The CMBL/HUB Directory Search is automatically defaulted to "CMBL Only" to perform a search for vendors, including Texas certified HUBs who have elected to register on the CMBL. Purchasing entities use NIGP Class and Item Codes within the "Multiple Vendor Search" feature to identify vendors who can provide the products or services they want to purchase, and to develop mailing lists of vendors to receive bids.

For detailed explanations of the various search and data output features (i.e., Search For, Single Vendor Search, Multiple Vendor Search, Business Category / Vendor Location Search, Select Fields For Output, Output Options) that may be used to create lists of potential vendors as well as retrieve detailed information on a specific vendor, click CMBL/HUB Directory Search Tips.

SEARCH FOR

(•) CMBL Only ( ) HUBs Only ( ) HUBs On CMBL ( ) All Vendors

Expand All

- ▶ SINGLE VENDOR SEARCH
- ▶ MULTIPLE VENDOR SEARCH
- ▶ BUSINESS CATEGORY / VENDOR LOCATION SEARCH
- ▶ SELECT FIELDS FOR OUTPUT
- ▶ OUTPUT OPTIONS

City of Galveston

FACILITIES DIRECTOR
Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Date January 23, 2025

To: City Manager,
Mayor and City Council Members

From: Charles Kenworthy, Facilities Director

Project location: 7th Street and Broadway

Project: Sydney Sherman Monument Restoration

Request: Consider for approval awarding Bid# 25-01 to R. Alden Marshall & Associates LLC. in the contract amount of $54,930.00 for the restoration of the Sydney Sherman Monument authorizing the City Manager to sign all documents upon the review and approval of the City Attorney.

Prior Council Action

On August 12, 1937, an agreement was crafted between the State of Texas and the City of Galveston creating an ordinance to erect a statue to Sidney Sherman that was to be located at the intersection of 7th Street and Broadway.

On December 13, 2024, Council deferred awarding Bid# 25-01 until the ownership of the Texas Heroes Monument could be confirmed.

Background

A) The City of Galveston received the title for the Sidney Sherman Monument and was mandated to maintain, repair and preserve the monument.

B) Included in the Sidney Sherman restoration project was also the restoration of the Texas Heroes Monument.

C) A scope of work was developed for Bid #25-01 and the procurement process was completed.

FACILITIES DIRECTOR
Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

D) Bids were opened on October 22, 2024, with one company submitting a qualifying bid. That company was R. Alden Marshall & Associates LLC.

E) At the December 13 2024, meeting, Council had questions regarding the ownership of the monument and deferred taking any action until the owner could be identified.

F) Staff searched the records of the U.S. Department of the Interior and the Texas Historical Commission and were not able to locate any documentation that identified the City of Gaveston as the owner of the Texas Heroes Monument.

G) Due to the limitations and restrictions of the funding source, the Texas Heroes Monument does not qualify for restoration and will be removed from this project.

H) If an alternate funding source can be established, the Texas Heroes Monument can be restored at a later date, providing the vendor agrees to honor his bid pricing.

I) R Alden Marshall has agreed to the reduced scope of work and will honor his bid pricing to restore the Sidney Sherman Monument.

J) A 10% owners contingency allowance will be included in the project for any unforeseen issues that may arise.

Fiscal Impact Report

- **Funding Source** – HOT Historical and Preservation Fund

Alternatives

A) Council award Bid# 25-01 to R. Alden Marshall & Associates LLC. for the restoration of the Sydney Sherman Monument in the contract amount of $54,930.00 authorizing the City Manager to sign all documents upon the review and approval of the City Attorney

1) Cost - $54,930.00
2) Timing – Work may start if contract is awarded to the vendor.
3) Departmental Improvements – The restoration will restore the monument back to its original condition as it was when first erected.

FACILITIES DIRECTOR
Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Staff Recommendation

Staff recommends Council approve awarding Bid# 25-01 to R. Alden Marshall & Associates LLC. for the restoration of the Sydney Sherman Monument in the contract amount of $54,930.00 authorizing the City Manager to sign all documents upon the review and approval of the City Attorney.

Attachments

R. Alden Marshall Contract
Bid# 25-01 Bid Tabulation
Sydney Sherman Ordinance
Staff Report

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City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

1/14/2025

R Alden Marshall & Associates, LLC
802 5th Street
San Leon, TX, 77539
ram@raldenmarshall.com

RE: Texas Heroes and Sidney Sherman Monuments Restoration

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 1/23/2025. This is a single vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least $1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-25-309; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD
Purchasing Manager
Finance Department - Purchasing

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Sidney Sherman Monuments Restoration

This Contract (the "Contract") is made and entered into this 23rd day of January 2025, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and R Alden Marshall & Associates, LLC, Company, located at 802 5th Street, San Leon, TX 77539.

WHEREAS the City of Galveston desires to obtain construction services in connection with restoration services within the City of Galveston ("City") and R Alden Marshall & Associates, LLC ("Company") desires to provide such services; and

WHEREAS this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A and Exhibit B identified as the proposal from Company for the following services:

Sidney Sherman Monuments Restoration
Bid 25-01

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work**"**) to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. COMPENSATION: The City shall compensate Company for the Work at the agreed upon ***amount of Fifty Four Thousand Nine Hundred Thirty Dollars and zero cents.*** **($54,930.00)**. The company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021 and are payable to the Company at 802 5th Street, San Leon, TX 77539. The City shall not be responsible for any payment to the Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

3. TERM: Due to the nature and extent of the Project, the Work is expected to be completed within 6 months of execution of the contract, unless sooner terminated under the terms set forth herein.

4. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS: – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

6. CHANGES: The City may request changes in the scope of the services to be performed here under. Such changes, including any increase or decrease in the amount of compensation to the Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

7. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of $0 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every

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calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

8. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to the Company by the City and its agencies. The City and its agencies will cooperate with the Company in every way possible to facilitate the performance of the work described in the contract.

9. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of the Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

10. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

11. FINAL COMPLETION AND ACCEPTANCE: Within thirty-one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

12. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

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In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

(a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

(b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the

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Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

13. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

14. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds $100,000.00 for a performance bond and $50,000.00 for a payment bond. If the contract price does not exceed $100,000.00 or $50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

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Required Insurance:

a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

17. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection

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therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. TAXES - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

25. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

26. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

27. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

28. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

29. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

30. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

31. CYBERSECURITY PLAN: The Vendor shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the

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appropriate security of IT resources that are developed, processed, or used under this contract. The Vendor Cybersecurity Plan shall comply with applicable laws.

32. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

33. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

34. DISPUTE RESOLUTION: Parties shall attempt to resolve any payment disputes within sixty (60) days, or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

35. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

36. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

37. BINDING EFFECT - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

38. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other.

A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

R Alden Marshall & Associates, LLC
802 5th Street
San Leon, TX 77539

39. EXHIBITS: All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work

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Exhibit 2 - Compensation
Exhibit 3 – Appendix A – Proposal Document
Appendix B – Conflict of Interest Form Executed
Appendix C – House Bill 89, 13, 19 Verification Form Executed
Appendix D – Property Tax Statement Executed
Appendix E – Nepotism Statement Executed
Appendix F – Non-Collusion Statement Executed
Appendix G – Document 00435 Debarment

40. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, written or oral, between Company and COG and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties. Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

By: _____

City Manager

ATTEST:

_____

City Secretary

APPROVED AS TO FORM

_____

City Attorney

R Alden Marshall & Associates, LLC

By: Signed by: Robert Alden Marshall 13181A6970394EB...

Company Representative

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EXHIBIT 1

SCOPE OF WORK AND COMPENSATION

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Scope of work

Sherman Monument: Methods and Procedures 2024

Laser Ablation of the Bronze: Laser cleaning is the best method we have found to remove heavy corrosion, such as in this situation, for it ablates down to clean bronze and has no need of water and thus no need to catch runoff water. Unlike all other forms of cleaning, the EPA has nothing to challenge using this procedure due to the low level of environmental concerns. Power settings can be set to remove the corrosion products while leaving the cuprite patina intact or to remove all corrosion down to clean bronze. We prefer the use of GC Lasers for their rotating conical beam, which is the only way to clean the deeply uneven topography and remove the corrosion products down to clean bronze safely without damage to the bronze. Straight-line lasers can leave "hot" spots at areas of dwell/overlap where the GC laser's continuously rotating beam forms a conical shaped beam pattern which keeps moving and does not start and stop on the surface in a back-and-forth pattern as with straight-line laser systems. The conical rotating beam, when moved around and over the surface reaches all the surface corrosion on most all the various depths and angles of the 3-dimensional sculpture.

The laser ablation vaporizes the corrosion leaving the bronze clean and undamaged with very little clean up, just a bit of dust. Once the sculpture is clean, treatments of the color or patination can move forward. The process requires that the area be blocked from view from passing traffic. The invisible laser light energy is very safe, however can cause retinal damage to unprotected viewing of the process, so as with arcwelding. The area being treated should be shielded from the view of the passing public necessitating blocking any errant beams of light energy. The laser has a small focal area and stops being a possible hazard a few feet away from the work area, but our company regulations demand that safety precautions be in place. The laser will be powered by a generator and runs on a 120v 30amp circuit.

Laser Systems Used: GC-1 and GC-100 Laser System
Portable air cooled 1064nm pulsed high frequency architectural laser cleaning system that can be carried onto a scaffold by two people and fit through an 18" passageway (OSHA minimum scaffold walkway clearance requirement).
The system produces at least 70W-100W of laser power and operates on 110V AC or 220V AC.
The system has precisely tune-able laser parameters, such as laser power, pulse frequency and scan speed, to provide consistent and repeatable cleaning results.
System pulse duration is independent of pulse frequency and can be independently tune-able for different pulse durations. The system can produce a pulse frequency of up to at least 500KhZ.
Optical delivery that is capable of emitting 1mJ per pulse at the output optic.
The system delivers a hot spot–free circular laser scan pattern from a handheld scanner mechanism.

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We used an RPM range of 9000-12000 RPM
The system is made in the USA.

Sabre Scabbard Fabrication/Duplication: A new sabre scabbard will be created and TIG brazed into place. A mold of the sword would need to be made and sent to the foundry, which at this time has a two-month lead time. Attachment would involve TIG brazing it in place then applying the patina and coating.
Patina: Originally Liver of Sulfur/Potassium Sulphate was used as a patina reagent chemical, however, Liver of Sulfur must be neutralized with a thorough water rinse. It was found advantageous to use a patina chemical that does not need such rinsing and complete neutralization. To achieve this, we use Ammonium Sulfide which is supplied to us by the chemical supplier at a concentration of 26% which we then reduced from the 26% with distilled water to produce the desired color. This solution provides the same brown as the original patina. The ammonia sulfide gases off the surface and neutralizes itself while on the bronze forming the patina color, without requiring rinsing. The sulfur smell is very nauseating but not of any consequence at these diluted levels. Ammonium Sulfide has a strong rotten eggs odor as does Liver of Sulfur; both patina chemicals are used to create dark brown to near black patinas, but weak solutions create lighter golden browns. So, in this case Ammonium Sulfide is preferable for this EPA sensitive project.

Stone: The granite areas will be cleaned with filtered water with low pressure to not damage the stone and a non-ionic detergent, ORVUS paste. We will catch the water in water absorbent socks made for such purpose. Any failing mortar joints will be addressed, and lead filled joints will be assessed.

Protective Coatings:
The sculpture will be coated with Outdoor Sculpture Lacquer from Nikolas Lacquer as we used on the bronze at UH Clearlake and the Main UH campus. After two coats are applied, we will apply wax. The Wax formulation must allow for the heat that is generated by the sun and occasional winter freeze. The wax must have good adhesion and cohesion properties for both the cold and hot seasons which is why we use a blend in south Texas differently than in that in northern states.

The coatings must be thick enough to protect but thin enough not to be noticed providing a good hyperbaric seal to seal out air, salt and water. The wax must be soft enough to have good adhesion to hold on to the bronze in the cold and hard enough to not melt in the heat of summer with a good cohesion so as to not separate, become brittle and flake in the cold.

This surface should be evaluated and treated at least twice a year, due to the heavy passing traffic. Washing and wax coating each spring or fall, to maintain it is a good idea, as with all bronze sculptures.

Bonds:

A payment bond may be required if any project exceeds $50,000 and sub-contractors are involved.

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Warranty:

A warranty period for workmanship (labor and materials) shall be (1) years from completion and acceptance of final work. **Excluding issues caused by vandalism, civil unrest, cataclysmic environmental/weather events and wildlife.**

EXHIBIT 2

COMPENSATION

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Sidney Sherman Monument Compensation

ITEM NUMBER	Sidney Sherman Monument COST OF SERVICE	COST
12	Mobilization	$2,000
13	LABOR	$16,500
14	Scaffolding and Fencing	$1,320
15	Raking/Repointing	$2,500
16	Stone Cleaning	$1,700
17	Stone Refinishing	$1,650
18	Bronze Cleaning	$11,760
19	Bronze Restoration	$12,000
20	Demobilization	$500
21	Owners Contingency Allowance	$5,000
22	Total Cost (add items 12 thru 21)	$54,930.00

Notes:

1. Selected contractor will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 15 percent. Supplier invoice must be attached to all invoices as applicable.

2. Use of subcontractors for specialized work i.e. engineering design services shall follow the same percentage mark-up than the parts & materials mark up.

3. If requested by the City of Galveston, the contractor must return any damaged parts to the City of Galveston after performing repairs.

4. A payment bond is required if any of the work is subcontracted.

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EXHIBIT 3

APPENDICES

Docusign Envelope ID: 35A20720-B107-4964-A886-D2761ABBF17B

Appendix A – Bid Document

Submittal Checklist: (To determine validity of Bid)

X **Appendix A must be included in the submittal.**

X **Appendix B – G all forms must be complete and included in the submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- [X] Appendix B – Conflict of Interest
- [X] Appendix C – House Bill 13, 19, 89 Verification
- [X] Appendix D – Property Tax Statement
- [X] Appendix E – Nepotism Statement
- [X] Appendix F – Non-Collusion Statement
- [X] Appendix G – Certification Regarding Debarment

All Bids delivered to the City of Galveston shall include this page with the submittal.			
ITB Number:	**25-01**		
Project Title:	**Texas Heroes and Sidney Sherman Monuments Restoration**		
Submittal Deadline:	**Refer to Key Event Schedule**	10:00 A.M.(CST), Tuesday, October 22, 2024	
Bidder Information:			
Bidder's Legal Name:	R Alden Marshall & Associates, LLC		
Address:	802 5th St		
City, State & Zip	San Leon, TX 77539		
Federal Employers Identification Number #	27-1259492		
Phone Number:	512-470-8540	**Fax Number:**	n/a
E-Mail Address:	ram@raldenmarshall.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into an agreement on behalf of the Bidder.

Printed Name and Position of Authorized Representative: _Robert Alden Marshall, PhD, APT RP, Director & Senior Conservator_____

Signature of Authorized Representative: _____

Signed this __18_____(day) of __October_____(month),__2024_____(year)

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CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

N/A

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

2. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

October 18, 2024

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

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Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Robert Alden Marshall (Person name), the undersigned representative of (Company or

Business Name) R Alden Marshall & Associates, LLC (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

October 18, 2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE Bid.

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Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

__X__ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

Robert Alden Marshall

Bidder's Printed or Typed Name

Bidder's Signature

October 18, 2024

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Docusign Envelope ID: 35A20720-B107-4964-A886-D2761ABBF17B

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

__X__ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid or proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: Robert Alden Marshall, PhD APT RP, Director/Senior Conservator

Employee and title of City Official or Employee: n/a

Relationship: n/a

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

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Appendix F – Non-Collusion Statement

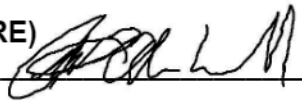
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

BIDDER Robert Alden Marshall, PhD, APT RP

ADDRESS 802 5th St, San Leon, TX 77539

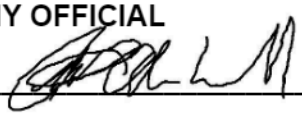
PHONE 512-470-8540

FAX n/a

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Robert Alden Marshall, PhD, APT RP

POSITION WITH COMPANY Director/Senior Conservator

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID 

COMPANY OFFICIAL (PRINTED NAME) Robert Alden Marshall, PhD, APT RP

OFFICIAL POSITION Director/Senior Conservator

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

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Appendix G – Document 00435
The City of Galveston, Texas

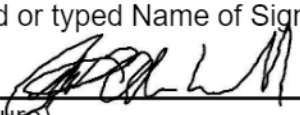
BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this bid that Bidder will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Robert Alden Marshall

(Printed or typed Name of Signatory)



(Signature)

October 18, 2024

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1257228

Date Filed:
01/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
R ALDEN MARSHALL & ASSOCIATES LLC
SAN LEON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
COG-CON-25-309
SIDNEY SHERMAN MONUMENT RESTORATION

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Marshall, ROBERT	San Leon, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jodi Marciano, and my date of birth is 12/2/1975.

My address is 424 7th St (street), New Cumberland (city), PA (state), 17070 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in CUMBERLAND County, State of PA, on the 14th day of January (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: 35A20720-B107-4964-A886-D2761ABBF17B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2025

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

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

PRODUCER	CONTACT NAME: Lori Conway
Lori Conway Insurance/TWFG Insurance Services 123 N. Water St La Grange TX 78945	PHONE (A/C, No, Ext): (979) 966-2524 FAX (A/C, No): E-MAIL ADDRESS: lconway@twfg.com
INSURED R Alden Marshall & Associates LLC 6341 Stewart Rd #303 Galveston TX 77551	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Evanston Ins Co INSURER B : Progressive Insurance Company INSURER C : Texas Mutual Insurance Company INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	3AA769087	03/30/2024	03/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			03438888	03/29/2024	03/29/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ $ 100,000 $ 300,000 $ 50,000 $ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001327762	07/12/2024	07/12/2025	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Contract No. COG-CON-25-309
City of Galveston as Additional Insured on General Liability as required by written contract.

CERTIFICATE HOLDER

City of Galveston
823 Rosenberg
Galveston TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Lori Conway

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BID #25-01 Texas Heroes and Sidney Sherman Monuments Restoration
Tuesday, October 22, 2024 @ 10:00 am
Bids Opened By: Mike Caruso

BIDDER	R. Alden Marshall
Received Date and Time	10/20/24 @ 1:57 PM
	Received Document (Y/N)
Appendix A - Bid Document pgs 9-18	Y
Appendices B, C, D, E, F, G	Y
Appendix H (not required)	Y
Price Sheets	Y
PRICING	
BIDDER	R. Alden Marshall
Total Project Costs	$ 181,065.00

4SICD

ORDINANCE CREATING AN AGREEMENT BETWEEN STATE OF TEXAS AND CITY FOR ERECTION OF MONUMENT TO SIDNEY SHERMAN

AN ORDINANCE

CREATING AND MANIFESTING AN AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF GALVESTON, TEXAS, FOR THE ERECTION OF A MONUMENT TO SIDNEY SHERMAN, IN THE CITY OF GALVESTON.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GALVESTON:

1. That this ordinance creates, manifests and constitutes a valid and binding contract and agreement between the City of Galveston, a municipality of the State of Texas, and the State of Texas, acting by the State Board of Control of the State of Texas, for the erection and completion of a Monument to Sidney Sherman, by the State Board of Control, on a plot of ground located on East Broadway, in the first block west of Kopperl Park, said site being the width of the island between curbs, and 60 feet in depth from the west side of the Seventh Street curbing, in Galveston, Galveston County, Texas, which property is owned by the City of Galveston.

2. The City of Galveston grants the State Board of Control the right to use the land herein specified as a site for said Monument; and, during the process of erecting the Monument , the State Board of Control, its contractors, agents and servants will be allowed necessary working space in the area adjacent to the site of the Monument, together with the right of ingress and egress over the adjacemt streets and public places, not inconsistent with the paramount right of the public.

3. Upon the completion of the Monument, the title thereto shall pass to the City of Galveston; and, thereafter, the City of Galveston assumes all obligation of maintenance, repair, and preservation of said Monument, and agrees that the property shall be used only for the purposes for which it is intended.

4. Upon the approval of this agreement by the Attorney General of the State of Texas and its execution by the State Board of Control, it shall become the valid and binding deed and act of the principal contracting parties herein specified.

5. It is ordered by two-thirds vote of the Board of Commissioners of the City of Galveston that this ordinance shall receive final action without having been read at several meetings of the Board of Commissioners of the City of Galveston.

Adopted at Regular Meeting held on August 12, 1937

Mildred M. Oser
Secretary, Board of Commissioners of the City of Galveston

ORDINANCE RELATING TO THE PARKING OF VEHICLES UPON TWENTY-FIRST STREET BETWEEN AVENUES A AND B

AN ORDINANCE relating to the parking of vehicles upon Twenty-first Street between Avenues A and B.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GALVESTON:

Section 1. It shall be unlawful for any person having the direction, possession, or control of any vehicle to park the same or cause or allow the same to be parked for a longer period than one hour between the hours of eight o'clock a. m. and six o'clock p.m. excepting on Sundays on the part of Twenty-First Street between Avenue A and Avenue B.

Section 2. Any person who shall violate any provision of this ordiance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding Two Hundred Dollars.

Section 3. This ordinance shall take effect upon its due publication as prescribed by the charter of the City of Galveston.

Adopted at the Regular Meeting held on Sept. 2, 1937

Mildred M. Oser
Secretary, Board of Commissioners of the City of Galveston

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DUPLICATE BOND IN LIEU OF CITY OF GALVESTON GRADE RAISING, FILLING & DRAINING BONDS OF 1923 NO. 1242.

STAFF REPORT

Date	**January 23, 2025**
To:	Brian Maxwell, City Manager Mayor and City Council Members
From:	Hope Dean, Executive Director & CITO
Project location: N/A	**Project: Can/Am Cashiering Software Purchase**

Request: Approve a request authorizing the award of an agreement to CAN/AM Technologies Inc for purchase and implementation services of the Teller Cashiering solution and approving the execution of various contract documents as outlined in this report.

Prior Council Action

None

Background

One of the City's strategic priorities has been the continued modernization of the City's information technology systems and infrastructure. A primary initiative and strategic priority involve upgrading many of the central business systems of the City. The City's current financial, human resources and payroll systems are antiquated and a bottleneck to process improvement. The current system (Banner) does not provide many features provided by newer state-of-the-art systems and does not operate as efficiently as modern state-or-the-art systems. Moreover, Banner is not user friendly in that it has limited optionality, requires keystroke commands, and has a sharp learning curve for new staff utilizing the system.

In January 2024, Council approved an agreement with Workday for the replacement of the Banner software solution comprised of HMC and Finance functionality and project activities commenced soon thereafter. This is a multi-year, multi phased project. In December, 2024 the city successfully cutover to the new HCM and payroll solution, in accordance with the original scheduled timeline and under budget. In November, the city kicked off the second phase of the project and began implementation activities associated with the finance/budgeting/purchase and cashiering systems.

ERP Procurement Process

The City released RFP 23-04 in January 2023 and prospective vendors were provided 6 weeks to submit proposals. The City received 10 proposals, one of which was voluntarily withdrawn by the submitting proposer, leaving 9 proposals to be evaluated by the committee.

In March 2023, staff met with Council and discussed the project timeline, preliminary cost, system functionality, provided high level information on the number of proposals and associated costs that were being evaluated by the committee. Included in the report was a high-level set of expected outcomes for a replacement system, which included:

- Redesign to improve inefficiencies within business processes.
- Evaluate, select, and implement a modern ERP system on time and within budget.
- Identify and select enhanced functionality not provided by the current 30-year-old legacy ERP system.
    - Improved Inception to date reporting for Grants and Projects
    - Improved reporting capabilities
    - Improved access to data
    - Improved workflow capabilities
    - Improved user experience and ease of system use
    - Improved communication between modules
- Leverage a collaborative and inclusive process to engage City stakeholders.

The evaluation team was comprised of seven staff members: three from Finance, two from Human Resources, and two from the Information Technology departments. The committee evaluated vendor proposal through three rounds of scoring. Round 1 scoring consisted of grading vendors based on their responses to the RFP. At the conclusion of round 1 scoring the evaluation committee invited 3 of the 9 proposers to conduct product demonstrations. Following those demonstrations, a second round of scoring was completed and ultimately the final round of scoring was completed following vendor reference checks with Workday identified as the preferred solution.

Although Workday doesn't offer a native solution to support cashiering operations, vendor proposals included a solution to implement Can/Am Teller Cashiering. When staff requested council approve the Workday/Cognizant contracts in January 2024 it was noted that the staff would be returning to council requesting the supplemental approval for the purchase and implementation of the Can/Am Technologies Teller cashiering solution since this solution would not be required for Phase 1 of the project.

Staff initiated communication with Can/Am in November to begin finalization of the agreement and revisited of the project scope and the vendor confirmed their ability to honor the pricing as outlined in their original proposal.

Can/Am's Teller Cashiering Solution is a full featured browser-based Cashiering/Point of Sale/Online system that delivers robust reporting, collection, and management functionality and contains many features that are not readily available with the City's current solution, banner Cashiering. This solution will offer citizens a safe and convenient payment process that also improves city efficiencies and reduces costs.

Fiscal Impact Report

- **Funding Source.**
  - Information Technology Capital Improvement Budget (Initial Subscription Fee and One time Fees
  - Information Technology Operating Budget - Recurring annual fees

- **Total Cost.**

  - One-time Implementation Fees - $ 174,270
  - Estimated travel Fees – Paid as occurred - $ 19,200
  - Annual Recurring Licenses Fees – $ 91,920 (annually)
  - Project Contingency (10%) = $ 17,427

Alternatives

- **Option 1:** Approve the purchase
- **Option 2:** Do not approve and continue use of the existing software solution, which would required the city manage multiple software solutions and incur additional cost of integrating the replacement and legacy system
- **Option 3:** opt to rebid the solution. This would require a temporary solution until a replacement solution could be identified and purchased increasing the overall cost to the city.

Staff Recommendation:

Approve the request to award an agreement

Attachments:
Can/Am Technologies Statement of work
Teller Software as a Service Agreement

Exhibit C: Statement of Work

City of Galveston, TX

Teller Implementation Project

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Overview

This Statement of Work ("SOW") is issued pursuant to the Teller Software as a Service agreement (the "Agreement") between the City of Galveston, TX ("Client") and Can/Am Technologies, Inc ("CanAm"). The SOW describes the scope and pricing of services and hardware for the Teller implementation project.

This Project has a fixed-price cost of **$174,270** for professional services, not including travel costs and optional items which are itemized in this document. SaaS Licensing costs are specified in the Teller SaaS Agreement. Professional Services costs are fixed costs and payable as per the **Payment Milestones** section in this document.

The schedule will be discussed with the Client project team at the Project Kick-off meeting before a final schedule is established and will be contingent on several factors including Client staff availability and resources.

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Contact Information

Can/Am Technologies President: Joshua Langemann

- Direct Phone: 303-847-4684
- E-mail: joshua@canamtechnologies.com

Can/Am Technologies Director of Implementations: Noah Ardron

- Direct Phone: 720-577-5180
- E-mail: noah@canamtechnologies.com

Teller Project Manager: Ben Schweitzer

- Direct Phone: 720-577-5331
- E-mail: ben.schweitzer@canamtechnologies.com

Can/Am Technologies Information:

Mailing Address:

1819 Denver West Dr, Suite 225
Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free

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Scope of Work

The implementation project includes project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget. The scope includes the project kickoff, Teller setup/configuration, development/testing of all integrations, standard reporting, training, and UAT/Go-live support. The stated Target Month will be determined by CanAm and the Client and may be adjusted once an approved project timeline is completed.

Scope of Services

Target Month	Activity	Description	Acceptance Criteria
A.2	Project Pre-Planning	Preliminary planning, team ramp-up, and kickoff scheduling/project alignment.	Kickoff scheduled.
1	Kickoff Meeting, Teller Analysis Workshops, and Configuration	2 days of onsite or remote configuration analysis, including: • Teller Kickoff meeting with implementation team members to provide project overview and demonstration of Teller. • Analysis workshops for configuration of Teller software for baseline Teller department. • IT workshop for coordination of deployment, hosting, and IT requirements for equipment. • Project planning.	CanAm has completed workshops and shared the resulting initial decision documentation.
2	Interface Workshops	2 days of onsite or remote interface analysis, including: • Workday A/R (Bi-Directional) • Workday Financials • CUSI (Bi-Directional) • Accela (Bi-Directional) • First Data Credit (In Person) • First Data Credit (Teller Online) • Frost Bank ICL • Metavante (Payment Import) • TTECH (Payment Import) • Frost Bank (Payment Import) • Civic Rec (Payment Import) • ACA (Payment Import) • CUSI Online (Payment Import)	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
2/3/4	Interface Requirements	Interface specifications for all third-party interfaces including: • Workday A/R (Bi-Directional)	CanAm has delivered finalized Interface Requirements documents based on information

		• Workday Financials • CUSI (Bi-Directional) • Accela (Bi-Directional) • First Data Credit (In Person) • First Data Credit (Teller Online) • Frost Bank ICL • Metavante (Payment Import) • TTECH (Payment Import) • Frost Bank (Payment Import) • Civic Rec (Payment Import) • ACA (Payment Import) • CUSI Online (Payment Import)	gathered with Client on each interface.
4	Teller Configuration	Completion of initial Teller Configuration and Setup for baseline Department based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
4	Interface Configuration	Configuration of Teller interfaces to: • Workday A/R (Bi-Directional) • Workday Financials	CanAm has demonstrated working integrations in Client Test environment.
5	Interface Development	Development of new Teller interfaces to: • CUSI (Bi-Directional)	CanAm has demonstrated working integrations in Client Test environment.
5	Interface Configuration	Configuration of Teller interfaces to: • Accela (Bi-Directional) • TTECH (Payment Import) • Frost Bank (Payment Import)	CanAm has demonstrated working integrations in Client Test environment.
6	Interface Development	Development of new Teller interfaces to: • Frost Bank ICL	CanAm has demonstrated working integrations in Client Test environment.
6	Interface Configuration	Configuration of Teller interfaces to: • Metavante TTECH (Payment Import) • CUSI Online (Payment Import)	CanAm has demonstrated working integrations in Client Test environment.
7	Interface Configuration	Configuration of Teller interfaces to: • Civic Rec (Payment Import) • ACA (Payment Import) • First Data Credit	CanAm has demonstrated working integrations in Client Test environment.
7	Teller Online Configuration	Completion of initial Teller Online configuration. • Workday A/R • Up to 25 Simple Online Items • First Data CNP Credt	CanAm has performed initial online configuration available to Client in Test environment.

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8	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
9	Training	Delivery of final configuration for 3 Departments. Training preparation and 2-days of onsite or remote delivery of setup and training sessions: 1. Teller Usage training (Train the Trainer) 2. Teller Administrator training (Train the Trainer) 3. Teller Online Administration Training	Training sessions completed including remedial sessions as needed.
9	UAT	Remote support for Client's User Acceptance Testing. Client-led End-User Training.	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
10	Go Live	Provision Teller Production environment. Provide 2 days of onsite or remote go-live support by a Teller technician. 1-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved. Transition to Teller Client Care for ongoing support.	Teller is utilized in Production by Client for two weeks with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client's satisfaction.
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	Estimated at 8 months. CanAm will provide monthly project status documents to the Client's project manager.

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Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month	$19,200

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Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices.

Month	Planned Activities	Notes	Amount
A.1	Contract Execution	25% of services upon contract execution.	$43,500
A.2	Project Pre-Planning	Pre-Planning and Kickoff Alignment.	$0
1	On-site Kickoff Meeting, Teller Analysis Workshops	Services, PM	$13,000
2	On-site Interface Workshops, Interface Requirements	Services, PM	$13,000
3	Interface Requirements	Services, PM	$13,000
4	Teller Configuration, Interface Requirements, Interface Configuration	Services, PM	$13,000
5	Interface Development, Interface Configuration	Services, PM	$13,000
6	Interface Development, Interface Configuration,	Services, PM	$13,000
7	Interface Configuration, Teller Online Configuration	Services, PM	$13,000
8	System Integration Testing	Services, PM	$13,000
9	Training, UAT	Services, PM	$13,000
10	Go Live	Services, PM	$13,770
			$174,270

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All invoices are based on Net 30 payment terms.

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Hardware Options

Equipment prices are provided based on current rates, and subject to change due to changing hardware costs.

Item	Model	Unit Price	Quantity	Total
Receipt Printer	**Epson TM-M30/USB/Thermal Printer**	**$312**	**0**	**$0**
Check Scanner	**Digital Check CheXpress CX30**	**$481**	**0**	**$0**
Cash Drawer	**APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable**	**$328**	**0**	**$0**
Credit/Debit Device	**Ingenico Lane 5000 USB credit/debit PINPad with cables**	**$768**	**0**	**$0**
Total Equipment			**0**	**$0**

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Assumptions

- All deliverables are provided on a Fixed Price basis.
- 25% of services are billed upon contract signing.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- Usage training is on a "train the trainer" basis, designed to enable the Client's key users to train existing and future staff on Teller. It is assumed that Can/Am will provide one set of training with key Client staff and trainers, who will perform end-user training for each area.
- Statement of Work is based on the assumption of a single Teller implementation cycle.
- Configuration milestones assume CanAm will implement/assist in implementation of three (3) departments. Any additional departments will be configured by Client or will be additions to scope.
- Bi-Directional interfaces scoped within Interface Configuration Activities assume the usage of pre-existing Teller integration capabilities with the specified systems/solutions. Any new functionality requests/requirements will be evaluated and may constitute additions to scope.
- Online Payment and Credit Processing functionality assumes that Client will contract with First Data or a single Teller-integrated credit/e-pay provider for electronic payment processing and online bill payment.
- Image Cash Letter integration is based on an interface to Frost Bank and assumes that the Bank will cooperate in testing and approval for ICL submission from Client's Teller system.
- The CanAm Project Manager will coordinate the project with the Client, in conjunction with the project team implementing the Workday solution.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are estimated and will be billed based on actual travel costs per the Can/Am Travel Policy. Public health concerns may require a combination of remote and on-site implementation.

Client Responsibilities

- Provide available current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.
- Create user acceptance testing scenarios and plans.
- Provide training to end users prior to go live.
- Acquire and set up all POS hardware and Credit Terminals (Through CanAm if desired).
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.

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- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and/or example files as well as a dev/test environment suitable for development of the interfaces. Where a test environment is not available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.

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UAT and Change Management

UAT Acceptance

The process of UAT acceptance allows the project teams and other project stakeholders to confidently move the project forward to Go Live knowing that key deliverables have been completed to the satisfaction of both parties.

Upon completion of all deliverables and delivery of the complete system into the Client Testing Environment, Client will conduct User Acceptance Testing based on test plans that the Client develops. CanAm will support Client in this process.

Within 2 weeks of start of testing, Client will deliver to CanAm a list of all issues the High or Critical of which must be resolved prior to go live, if any. Once the issues have been resolved, Client will test and either approve for Go Live or provide an additional list of items to resolve. This process will be documented with an Issues Log to enable tracking of issues and approval of results.

Change Requests

Scope management is a joint responsibility of the CanAm Project Manager and the Client Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when CanAm and/or Client determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be documented and agreed to using Change Request forms executed by the Client Project Manager and the CanAm Project Manager.

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Warranty

1. CanAm represents and warrants that:
    a. it will perform the Services in a professional manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
    b. the Deliverables created by CanAm in connection with this Agreement will conform to the terms and specifications provided herein;
    c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
    d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed, and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement.
3. CanAm warrants the Services provided under this Agreement for a period of ninety (90) days after go-live.

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Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement **("Agreement")** dated as of December 12, 2024 (the "**Effective Date**") between Can/Am Technologies Inc. ("**CanAm**") a company incorporated under the laws of Colorado, having its principal place of business at 1819 Denver West Dr, Suite 225, Lakewood, CO 80401 and the City of Galveston, TX, having its principal place of business at 823 25th St, Galveston, TX 77550, United States (hereinafter referred as **"Client")**.

RECITALS

1. Pursuant to the terms of this Agreement, CanAm will provide a web-based system to manage point of sale processes for Client.

2. This system assists Client in managing revenue intake from cashiering to balancing, providing reconciliation workflows, and is intended to provide Client with reporting and visibility into financial transactions, increasing the accountability and transparency of financial management for Client.

AGREEMENT

Client and CanAm agree as follows:

1. DEFINITIONS

1.1. Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

1.2. Annual Software as a Service Fee – the annual fee payable by Client (either to CanAm directly or to an authorized CanAm reseller, as applicable) for the use of Teller software, including Teller support services, including releases, and SaaS Services provided by CanAm under this Agreement.

1.3. Concurrent User – means the users who are logged on at the same time and sharing a finite number of licenses.

1.4. Confidential Information – has the meaning set out in section 13 of this Agreement.

1.5. Configuration(s) – all work required to configure Teller to reflect the business rules, workflow, security and data requirements of Client. Configuration includes any custom reports, Interfaces, Plugins, and conversion scripts developed for Client.

1.6. Defect – a program error that will cause Teller to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Teller as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to Teller, or to problems arising from Teller Configurations not developed by CanAm.

1.7. Enhancement – any work requested by Client to alter existing Teller features, or to add any new features or functions to Teller software.

1.8. Force Majeure – circumstances beyond a Party's reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, pandemics, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Services.

1.9. SaaS Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.

1.10. SaaS Services Site – the Third-Party hosting facility, at a U.S. location of CanAm's choice, at which servers and related equipment are located.

1.11. SaaS Services SLA – the SaaS Service Level Agreement as provided in Exhibit B, and any subsequent addendums or amendments made in accordance with the provisions herein.

1.12. Client Infrastructure – any Client owned, leased, or licensed information technology hardware and/or software that is required by Client to perform business functions. This hardware and/or software can be providing the infrastructure needed to perform these functions or can also be used as a gateway to an external, non-client owned, infrastructure that provides the necessary business functions.

1.13. Deliverables – the services deliverables, documentation and defined milestone objectives set forth in a Statement of Work. For greater certainty, Deliverables shall not include any Third-Party Software or related documentation licensed directly to Client from a Third-Party, or any modifications or enhancements thereto or derivatives thereof.

1.14. Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) Teller pre-existing software, or pre-existing software Configurations (including stock report definitions) of CanAm; b) CanAm methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing or newly-acquired material provided to Client by CanAm under separate license.

1.15. Interface – a connection with Third Party Software or hardware used to deliver a unified end user experience.

1.16. Named User – an individual internal to Client who has access to the Teller Production Database. A Named User may access the Teller Production Database from any workstation on Client's network or intranet, or via the Internet.

1.17. Party or Parties – referring to CanAm or Client or both.

1.18. Plugin – additional functionality that extends core Teller features. Plugins may be added to Teller to permit additional functionality. Licensed Plugins are fully supported and may have their own release cycle separate from the Teller product release cycle.

1.19. Production Environment – the environment provided to Client for end user official business use.

1.20. Release(s) – update to Teller issued by CanAm to general availability for Teller Clients.

1.21. Response Time – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).

1.22. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.

1.23. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.

1.24. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.

1.25. Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.

1.26. Teller – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.

1.27. Teller Annual Software as a Service Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.

1.28. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.

1.29. Third-Party – a person, corporation, organization or entity other than Client or CanAm.

1.30. Third-Party Software – any identifiable product embedded in and/or linked to Teller software, but to which the proprietary rights belong to an independent Third-Party.

2. SCOPE OF AGREEMENT

2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use Teller in the Production Environment at the edition specified in Exhibit A. This License includes the number of Interfaces, Concurrent Users, and/or Named Users identified in Exhibit A and subsequent purchase orders.

2.2. Client and CanAm agree that CanAm may opt to permit the use of this Agreement by broader public sector entities to procure Teller Software as a Service according to the terms and conditions of this Agreement as follows:

"Broader Public Sector Entities" means other political subdivisions, municipalities, tax-supported agencies and non-profit entities in the United States, including all local and state government agencies, academic institutions, school boards, special districts and any other public entities as acknowledged by the Federal government and any other public entities as agreed by Client.

With respect to purchases by Broader Public Sector entities, Can/Am acknowledges that such Broader Public Sector Entities shall make purchases in their own name, make payments directly to CanAm, and shall be liable directly to CanAm, holding Client harmless.

3. TERM OF AGREEMENT

3.1. This Agreement will remain in effect for a period of five (5) years from signing and upon payment by Client of the Annual Software as a Service Fee within thirty (30) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement. This Agreement may be renewed thereafter. Each annual renewal invoice will be issued thirty (30) days prior to renewal.

4. GRANT OF LICENSE

4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.

4.2. Client is licensed to use Teller in one (1) Test Environment and one (1) Production Environment at CanAm hosting site.

4.3. Client is licensed to use Teller only for processing transactions associated with Client's internal business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE LICENSE FEE

5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller SaaS Services. The first year of the Teller Software as a Service Fee is billable upon execution of this agreement.

5.2. Client may subsequently add licenses and users throughout the Term for an additional price as set out in Exhibit A.

5.3. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.

5.4. Client agrees to remit payment annually within 30 calendar days of receipt of the invoice. Payment shall be in accordance with the Texas Prompt Payment Act.

6. SUPPORT SERVICES

6.1. CanAm agrees, during the term of this Agreement, to provide Teller support services in a timely and professional manner. CanAm will provide unlimited technical support for Client's Teller support personnel described in Section 7.2 of this Agreement. Support pertains to Teller and licensed Teller Plugins.

6.2. The Teller support web site will be available 24 x 7 for submitting Client support requests. The Teller support desk will be staffed from 8:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding Colorado statutory holidays. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates per Section 8.

6.3. When Client submits a support request through the Teller support web site during normal CanAm hours for support, as specified in Section 6.2 of this Agreement, CanAm and Client will categorize, and CanAm will escalate as appropriate, the support request according to the following criteria. To ensure the listed Response Time, Client must call the provided Teller support toll-free number to report or confirm Critical and High priority issues.

Severity	Definition	Response Time	Resolution Time
Critical	Client site is down. Major impact to operations of Client site.	< 15 minutes	Immediate and ongoing effort, with daily reporting to Client as necessary until a work-around or fix has been provided.
High	Major impairment of at least one important function at Client site. Operations at Client site are impacted. All important Client functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided.
Medium	Client Operations not significantly impacted. One or more minor Client functions not working. Major usability irritations impacting many staff at Client.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by CanAm.
Low	Minor usability irritations. Work-around exists.	< 2 business days	Proceed with fix as low priority work, according to schedule set by CanAm

6.4. The Software as a Service Fee does NOT include technical support for Configurations and Third-Party Software not embedded within Teller, such as (but not limited to) operating system software and Microsoft Office products. Technical support for Teller related Third-Party hardware that may be used by Client, including scanners, printers, credit terminals, and other hardware peripherals is also not included.

6.5. CanAm will not begin charging Client for resolution of a non-Teller related problem until CanAm demonstrates to Client that the source of the problem is not related to a Teller Defect and Client has authorized work to resolve the issue. No time will be charged to Client for Teller Defects reported to CanAm.

6.6. Unless otherwise specified, Teller product warranty and support activities will be conducted at and deployed remotely. Travel and living expenses to provide on-site services deemed by CanAm at its sole discretion as required to repair a Teller Defect will not be charged to Client.

7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:

7.1. Infrastructure Support –managing the local Internet Service Provider (ISP) providing Client its internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.

7.2. First-Line Teller Support – Client is responsible for providing first-line Teller support to Client staff. First-line Teller Client support is responsible for researching issues and assessing if they are the result of a Teller Defect. Client will identify a limited number of Client staff entitled to submit Teller support requests.

7.3. Future Releases – Client acknowledges that future Releases of Teller software may require different or additional Client equipment and/or software in order to function properly. CanAm will provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment. and/or applicable third party software. Client's Teller functionality shall be maintained without additional Teller software costs.

8. PROFESSIONAL SERVICES

8.1. At the request of Client, CanAm may provide any or all of the following professional services: development of custom Configurations, report development, training, extended warranty, first line Teller support, and any other consulting activity. CanAm professional services may be purchased for an all-inclusive fixed-cost, or on a time-and-materials basis. All time and materials services will be approved in advance by the Client in a mutually agreed Statement of Work or other written request, and invoiced monthly based on the rates specified in Exhibit A. For fixed-cost services, all terms, conditions and costs will be specified in a mutually agreed Statement of Work.

8.2. CanAm will perform the Services and provide the deliverables that are described in each Statement of Work in accordance with the terms of the SOW and this Agreement, for the price and in accordance with the delivery dates and Specifications described in the Statement of Work.

9. PAYMENT FOR SERVICES

9.1. Client will pay (either to CanAm directly or to an authorized CanAm reseller, as applicable) the fees set out in the Statement of Work, plus all applicable taxes, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm.

9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.

9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within thirty (30) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement.

10. SOURCE CODE

10.1. This license will provide Client with run-time only capability for Teller as described in Section 2 of this Agreement.

10.2. Source code (metadata) to custom Configurations, reports, and specialized code developed specifically for Client will be provided to Client upon request.

11. REPRESENTATIONS AND WARRANTIES

11.1. CanAm will repair Teller Defects reported by Client during the term of this Agreement at no additional charge to Client. CanAm will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary.

11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, licensed Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.

11.3. CanAm does not provide warranty for any custom Configuration or custom code not developed by CanAm.

11.4. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:

a) secure for CLIENT the right to continue using the Teller software; or

b) modify the Teller software so that it does not infringe.

If CanAm cannot or does not either secure for Client the right to continue using the Teller software or modify the Teller software so that it does not infringe, Client may terminate this Agreement for CanAm's breach under Section 15.2. This represents Client's sole and exclusive remedy with respect to this warranty.

CanAm has no obligation to indemnify Client under this Section if any infringement claim is based upon or caused by the following: (i) a use for which Teller was not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, or like materials provided by Client to CanAm, which has resulted in the infringement action; and/or (iii) the unapproved combination, operation or use of Teller with any other Third Party product not provided by CanAm, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question. CanAm provides no warranty whatsoever for any Third Party software or hardware products. In the event of an infringement claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim, provided that no settlement shall require Client to admit any wrongdoing without Client's consent. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

11.5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

11.6. THIS SECTION 11 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGES THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

12. OWNERSHIP OF SOFTWARE AND DATA

12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2023, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.

12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.

12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.

12.4. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.

12.5. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.

12.6. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.

12.7. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.

13.2. As used in this Agreement, the term "confidential or proprietary information" ("Confidential Information") means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source of object format will be deemed to be proprietary information regardless of whether it is marked as such. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if:

a) it would be apparent to a reasonable person, familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

b) The releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving Party personnel to whom such disclosure was made.

13.3. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such Confidential Information.

13.4. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.

13.5. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:

a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;

b) was already in the possession of the receiving Party at the time of disclosure;

c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;

d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or

e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.

13.6. If Client is subject to freedom of information legislation CanAm agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.

13.7. Upon termination of this Agreement, each Party will make all reasonable efforts to return to the other Party all tangible manifestations, and all copies thereof, of Confidential Information received by the other Party under this Agreement, if requested to do so by the disclosing Party. In addition, each Party shall certify in writing that it has not retained any copies of any materials belonging to or furnished by the other Party, and that any software provided by the other Party pursuant hereto has been deleted from that Party's computer and no copies have been retained in any form. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

14. LIMITATIONS OF LIABILITY AND INDEMNITY

14.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES THAT IN NO EVENT EXCEED THE AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

14.2. CLIENT SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL CANAM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3. Subject to Section 14.1 and 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or gross negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.

15. TERMINATION AND DEFAULT CONDITIONS

15.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date provided that CanAm has issued a minimum of two (2) delinquency notices, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, CanAm will have cause to terminate this Agreement.

15.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 30 calendar days for CanAm to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.

15.3. In the event that, during the term of this Agreement, funds are not appropriated for the payment of Client's obligations hereunder, Client may terminate this Agreement with thirty (30) days advance written notice, effective on the last day for which an appropriation has been made.

15.4. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.

16. RIGHTS AND OBLIGATIONS

16.1. If either CanAm or Client terminates this Agreement, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

16.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

16.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm agrees to make reasonable provision for an extract of Client's operational data from Client's Production Environment if requested by Client.

16.4. Teller is subject to the export control laws of the United States and other countries. Client may not export or re-export Teller software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold CanAm harmless from any claims arising from Client's violation of such export control laws.

17. DISPUTES

17.1. CanAm and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within CanAm and Client will communicate regularly in order to review the status and priorities for the provision of services by CanAm and Client.

17.2. In the event of any dispute arising between CanAm and Client with respect to their rights and obligations under this Agreement, the Party feeling itself aggrieved will notify the other Party within fifteen (15) days of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

- First level: the Project Manager of CanAm and the Project Manager for Client; and
- Second level: the President/CEO of CanAm and the Chief Executive for Client.

17.3. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the Party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon CanAm and Client.

18. RELATIONSHIP OF THE PARTIES

18.1. Each of the Parties is an independent contractor. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

19. WAIVER

19.1. No failure or delay on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

20. ASSIGNMENT AND SUCCESSION

20.1. This Agreement, including all of its rights and obligations created hereunder, shall not be assigned or transferred in any manner whatsoever (except upon transfer of majority ownership of a Party's business by merger, or consolidation, in which case the Agreement may be assigned to the succeeding owner) unless with the prior written consent of the opposite Party signed by an officer thereof, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

21. NON SOLICITATION

21.1. Client agrees that for the duration of this Agreement, and for a period of one (1) year from the date of termination of this Agreement (or the date of termination of the final SOW if that date is later), it will not on its own behalf or on behalf of any other person or entity: (a) initiate contact for the purposes of hiring or contracting the service of, or (b) directly or indirectly solicit or induce for employment, or otherwise offer to hire or contract the services of, any employee, contractor or agent of CanAm who is directly related to the provision of services hereunder. Notwithstanding the foregoing, the provisions of this Section 21.1 shall not apply to the hiring of: (i) any individual who is hired as a result of responding to a general public “help wanted” type of solicitation by a Party; or (ii) any individual who, of his or her own volition, approaches, contacts, or solicits a Party for employment or other working arrangements and who such Party has not induced or solicited to make such approach, contact, or solicitation.

22. FORCE MAJEURE

22.1. Neither Party shall be under liability to each other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligation hereunder.

23. SEVERENCE

23.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

24. INSURANCE

24.1. CanAm shall, at its own expense and without limiting liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than $1,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof, and such other insurance as CanAm deems necessary in its sole discretion, to provide standard protections of its business.

24.2. CanAm shall provide Client with acceptable evidence of insurance upon request.

25. CURRENCY

25.1. Unless otherwise noted, all reference to payment amounts in this Agreement are in U.S. dollars.

26. GOVERNING LAW

26.1. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Texas. The parties irrevocably attorn to the jurisdiction of the courts of the State of Texas.

27. COUNTERPARTS

27.1. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

28. ENTIRE AGREEMENT

28.1. This Agreement, and any applicable attachments, SOWs, schedules, exhibits or other documents constitutes the entire agreement of the Parties with regard to the matters herein, and supersedes all other prior written or oral agreements, representations and other communications between the Parties. All terms of any order acknowledgement or other document provided by Client, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No modification of this Agreement is valid unless set out in writing by the Parties.

Can/Am Technologies, Inc.	**City of Galveston, TX**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A

Licensed Teller Modules, Interfaces and Users*

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Credit Processing Interface • Unlimited read-only users • Hosting and Support Services	1	$3,050
Additional Named Users @ $58.76/month/user during implementation. Post Go Live, future users are $65/mo./user.	Named User Licenses (total: 30 user licenses)	25	$1,469
Business System Interfaces at $235/month/interface during implementation. Post Go Live, future Business System Interfaces are $275/mo./interface.	• Workday A/R • CUSI • Accela	3	$705
End of Day Payment Import Interfaces @ $118/interface during implementation. Post Go Live, future Payment Import Interfaces are $150/mo./interface.	• Metavante • TTECH • Frost Bank • Civic Rec • ACA Import • CUSI Online	6	$708
Image Cash Letter License / Check Recognition License	For automatic read of check amount and number, and deposit of scanned checks to bank, up to 25,000 scans per year.	1	$582
Teller Online	Online portal for citizen payment through Teller for up to 50,000 payments per year. - Workday Accounts Receivable - 25 Bulk Forms	1	$1,146
Revenue Submission	*Possible Future*	0	$0
Monthly Total	Pricing based on annual payment		**$7,660**

Annual Software as a Service Fees

License and all other fees are in US dollars and exclude any applicable taxes.

Time Period	Fee
Year 1	$91,920
Year 2	$91,920
Year 3	$91,920
Year 4	$91,920
Year 5	$91,920
Year 6	$94,678
Year 7	$97,518
Year 8	$100,443
Year 9	$103,457
Year 10	$106,560

Professional Services**

All rates are in US dollars and exclude any applicable taxes.

Service	Rate
Professional Services Hours	$220/hr

* After year 5 and through year 10, Annual Fees will be subject to an annual increase of 3% as shown above. After year 10, Annual Fees will be subject to an annual increase of 4% annually.

** After year one, the Professional Services Hourly rate will be subject to an annual increase equal to 4% annually.

Additional licenses and/or users may be added throughout the Term of this Agreement. The price for each added license and/or user will be pro-rated to the annual renewal date, itemized accordingly in an invoice, and henceforth included in the annual invoice.

Exhibit B

SaaS Service Level Agreement

1. OWNERSHIP OF DATA

1.1. Regardless of the location of the hosting facility, Client will retain sole and complete, legal and beneficial ownership of its data stored on the Hosting Services Site.

1.2. CanAm's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. CanAm may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.

1.3. Client may request return of any or all of its data at any time, for any reason, and CanAm will provide such data within a reasonable period of time, in native format.

2. OVERVIEW OF SAAS SERVICES

2.1. CanAm is committed to providing secure, reliable and dedicated SaaS Services to Client. For maximum protection and value to Client, CanAm will contract with Amazon AWS for provision of a hosting facility in the United States.

2.2. CanAm reserves the right to change hosting providers to an alternate service providing comparable functionality, and meeting the standards in this document.

2.3. All SaaS services will be provisioned from data centers located within the United States.

2.4. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.
Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.
Software	Operating System, Database and Virus Protection software as required to run the Teller environments. CanAm will keep systems secure by keeping them up-to-date on security patches and security audits, and all Third-Party critical updates will be applied in a timely manner following Third-Party vendor notification.
Teller Software Updates	CanAm will test and install into the Teller environment at the SaaS Services hosting Site all updates to the Teller software and Teller Interfaces for Client-specific emergency bug fixes, as well as all Teller point, maintenance and patch Releases which are made available during the term of this Agreement.
Data Backups	Securing Client data against loss is a key provision within the SLA. Full backups will be performed on a regular basis.

3. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES

3.1. While the SaaS Services Site availability will generally be expected to be 24 x 7 (except for scheduled or critical outages), the commitment of CanAm is to provide SaaS Services hosting site availability during CanAm business hours (8:00 am – 6:00 pm Monday through Friday Mountain Time) for 99.9% uptime or better in a calendar month. Credits may be claimed only against loss of SaaS Services during CanAm business hours.

3.2. If CanAm during regular Client business hours fails to provide SaaS Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future SaaS Service Fees in accordance with the following schedule:

SaaS Services Site Availability	Credit Percentage (of monthly fee)
99.9% to 100%	0%
98.0% to 99.8%	2.5%
97.0% to 97.9%	5%
95.0% to 96.9%	7.5%
90.0% to 95.0%	25%
Below 90.0%	100%

3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: Minutes of Downtime / (Daily Guaranteed Availability Minutes X Number of Business Days in Month – Emergency Outage (as defined below) minutes). Credits will be applied to the next billing cycle.

3.4. The total amount credited to Client for any given month under this SaaS Services SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.

3.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of CanAm SaaS Services caused by:

- Scheduled Maintenance – Time allocated for scheduled monthly maintenance, Emergency Outage, or critical updates of servers and other CanAm equipment will not be considered “down time” as used in the calculation of SaaS Services availability described in Section 3.2 of this SaaS Services SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this SaaS Service SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.

- Client Equipment – Client is solely responsible for maintaining all Client equipment not at the SaaS Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm SaaS Services for the exchange of data.

- Client ISP Provider – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.

- Internet Outages – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm SaaS Services appear inaccessible when others can still access it.
- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the SaaS Services in breach of the terms and conditions of this SaaS Services SLA.
- Emergency Outage - Unavailability of SaaS due to Can/Am or hosting provider response to critical security vulnerability (such as a “Zero Day Vulnerability”) or suspected breach
- Force Majeure

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date	**January 23, 2025**
To:	Brian Maxwell, City Manager Mayor and City Council Members
From:	Hope Dean, Executive Director & CITO
Project location: N/A	**Project: Post Production Support – Workday**

Request: Approve a request authorizing amendment #1 to COG-CON-24-012 agreement with Cognizant Worldwide (Collaborative Solutions, LLC) for the purchase of post -Workday production lean-on services as outlined in the statement of work for an amount up to $ 237,925.

Prior Council Action

Council approved an agreement with Cognizant in January 2024 for the implementation of the Workday software solution.

Background

One of the City's strategic priorities has been the continued modernization of the City's information technology systems and infrastructure. A primary initiative and strategic priority involve upgrading many of the central business systems of the City. In January 2024, council approved an agreement with Workday and Cognizant (Collaborative Solutions, LLC) for the purchase and implementation of the Workday software solution to replace Banner, the city's existing Finance and HCM software solution.

This project is a multi-phased, multi-year project. In accordance with the original timeline, the HCM and payroll software solution was placed into productive use on December 12, 2024, on time and within budget. The official close of HCM phase and all associated services provided by Cognizant is scheduled to conclude on January 31. 2025.

Staff are requesting council approve a post production support agreement for continued support, as needed, to ensure the continued operational success of the solution due to the lack of available resources in house to fully manage the solution.

In accordance with statement of work attached, the vendor will provide on-demand support services as requested by City of Galveston staff. Services will be billed on a time and materials basis as occurred as outlined in the statement of work.

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as the representative activities listed in the table below, on behalf of Client and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance, and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Client's Workday solution, as well as Client's experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or modifying rules for Workday security, business process, and organization for the full Workday platform.
Knowledge Transfer	As agreed to by Client and CSLLC, CSLLC on-demand support may include knowledge transfer pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-Production Workday customers services related to organizational change management, communications, and training. If requested, this can be a part of the Lean-On Service.

Fiscal Impact Report

- **Funding Source.**
  - Information Technology Operating Budget

- **Total Cost.**
  Year One (1): January 20, 2025 through January 19, 2026

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
CVS Consultant	$195	600	$117,000
Total Hours		**600**	
Consulting Services			$117,000
Enhanced Managed Services			$24,725
Total			**$141,725**
Estimated Expenses			**$0**
Grand Total			**$141,725**

Year Two (2): January 20, 2026 through January 31, 2027

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
CVS Consultant	$200	400	$80,000
Total Hours		**400**	
Consulting Services			$80,000
Enhanced Managed Services			$16,200
Total			**$96,200**
Estimated Expenses			**$0**
Grand Total			**$96,200**

Grand Total

CSLLC T&M Basis	Total Cost
Year One (1)	$141,725
Year Two (2)	$96,200
Grand Total	**$237,925**

Alternatives

- **Option 1:** Approve the purchase
- **Option 2:** Do not approve and continue use of the existing software solution.

Staff Recommendation:

Approve the request to award an agreement to Workday and Cognizant Worldwide for the purchase and implementation of an Enterprise Resource Planning solution (ERP).

Attachments:

Statement of work Workday Lean-On Services Support

Prepared For:
Galveston, Texas

Statement of Work
Workday Lean-On Services Support

Preparation Date: November 21, 2024

STATEMENT OF WORK
FOR
WORKDAY LEAN-ON SERVICES SUPPORT

This Statement of Work ("SOW") is made effective on the 20th day of January 2025 (the "SOW Effective Date") by and between **Galveston, Texas** ("Client"), having its principal place of business at 823 Rosenberg Street, Galveston, TX 77550 and **Collaborative Solutions, LLC**, a limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant"), having its principal place of business at 300 Frank W Burr Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666 for Services scheduled to begin on January 20, 2025 ("Start Date") and expected to end on January 31, 2027.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement by and between Cognizant and Client dated as of January 26, 2024 (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work ("Scope") for Consulting Services

1.1 Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as the representative activities listed in the table below, on behalf of Client and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance, and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Client's Workday solution, as well as Client's experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or

Activity	Functionality Scope/Support Activity Detail
	modifying rules for Workday security, business process, and organization for the full Workday platform.
Knowledge Transfer ("KT")	As agreed to by Client and CSLLC, CSLLC on-demand support may include KT pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-Production Workday customers services related to organizational change management, communications, and training. If requested, this can be a part of the Lean-On Service.

1.2 Enhanced Managed Services

Managed Services are included for all CSLLC Continuous Value Services ("CVS") clients. Enhanced Managed Services will be provided to Client and is supported by a Workday certified Engagement Manager.

Managed Services (All CVS clients)	Enhanced Managed Services
• Service delivery project management • Access to full platform squad consulting team • Access and use of cloud-based ticketing system • Proactive periodic Workday communications • Periodic "one-to-many" webinars • Metric reporting • Ticket and escalation management • Change Orders • New/existing project scoping needs • Monthly status call	• Workday certified Engagement Manager • High touch personalized engagement mutually defined with Client • Bi-weekly status meetings • Quarterly initiative check-ins • Semi-annual account reviews • Collaboration on projects • Ongoing leadership oversight • Partnership for future initiatives and road-mapping • Biweekly financial reporting

2.0 Support Process

2.1 Ticketing System

Client's primary contacts will submit all service requests via CSLLC's ticketing system, which will enable involvement by CSLLC support. CSLLC shall respond with proposed resources to complete discovery, level of effort estimate, and estimated dates to commence and complete the requested Services. If Client approves such proposed Services, CSLLC will commence delivering the Services.

Requests will be managed depending upon the type as outlined below.

2.2 Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

a. Acknowledge the request within twenty-four (24) hours of Client's normal business hours. Definition of normal business hours will be mutually agreed upon between Client and the CSLLC Engagement Manager ("CSLLC EM"). If emergency assistance is needed, Client will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC EM. The CSLLC EM will work with Client to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support if mutually agreed upon between both Parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.
b. Request details on the configuration impacted, if not already provided.
c. Determine a plan of action for all standard requests to support resolution of the issue which will be provided within forty-eight (48) hours of issue alert.
d. Review configuration changes required with Client and request Client's approval to apply fix.
e. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.3 New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

a. Receive the modification request in the ticketing system.
b. Gather information on the requirements and systems involved.
c. Estimate the Scope of effort.
d. Request approval from Client, through ticketing system, to begin work via the ticket.
    - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
    - The CSLLC EM will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client's project manager and the CSLLC EM.
e. Complete configuration and Unit Testing.
f. Provide the change for User Acceptance Testing in Client's Sandbox or Implementation tenant. CSLLC can assist with providing testing guidance, if requested.

3.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the responsibilities of Client.

Stage	CSLLC Services	Client Responsibilities
Transition | Plan – (Occurs prior to Support Services)	• The CSLLC EM will participate and support the project kickoff meeting for the engagement	• Participate in project kickoff meeting • Request tenant access for CSLLC consultants identified for planned work

Stage	CSLLC Services	Client Responsibilities
	• Create the work plan for identified support requests based upon current roadmap • Assemble the CSLLC project team based on planned work efforts • Jointly schedule workstream meetings • Schedule recurring project meetings and status reporting • Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data • Complete any Client required onboarding documents • Gather and review preliminary documentation • Configuration of ticketing system for CSLLC and Client • Provide overview of ticketing system	• Identify and provide project team and project Subject Matter Experts ("SMEs") • Provide input into the work plan based upon roadmap • Approve and sign off on work plan • Provide Client's tenant management strategy • Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data • Sign off on stage
Support Services	• Manage the work plan for support requests as identified in Section 1.1 • Update the Client roadmap for planned support needs • Participate in project status meeting in a time agreed upon by the CSLLC EM and Client • Conduct weekly workstream meetings between CSLLC functional/technical consultants and Client SMEs, on an as-needed basis • Provide KT documents, on an as-requested basis • Prepare, reconcile, and provide financial summaries to Client • Support Client's project manager with issue resolution, and additional resourcing requests for unplanned needs • Provide engagement artifacts • Providing guidance in developing high level deployment plan(s), as requested • Provide sign-off documents, as required for support requests	• Manage the tenant management strategy • Inform CSLLC of changes to the tenant management strategy • Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date • Provide input to the work plan • Provide input into the Client roadmap • Participate in weekly project and workstream meetings • Provide SMEs for support requests • Provide requirements for any support request • Review and sign off on initial functional or technical design changes • Define and document test plan and test scenarios (End-to-End, User Acceptance and Regression) • Create/maintain defect tracking log • Execution of all test scenarios (End-to-End, User Acceptance and Regression) • Manage and sign off on all test results (End-to-End, User Acceptance and Regression) • Conduct Sandbox and Production migrations of configuration, unless requested in writing in advance per Section 2.2

Stage	CSLLC Services	Client Responsibilities
		• Conduct change management • Sign off on any support request

4.0 Project Schedule

Timeline by Stage		
	Transition | Plan	Support Services
Estimated Start Date	20-Jan-25	3-Feb-25
Estimated End Date	31-Jan-25	31-Jan-27

5.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

a. Client timely completes each item listed as a Client responsibility in Section 3.0.
b. Client will provide applicable SMEs in Client's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
c. Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
d. Services will be provided during the normal business hours agreed upon between Client and the CSLLC EM and will be as closely aligned to Client's time zone as possible. Off-hours support can be provided and pre-scheduled in advance.
e. CSLLC resources will provide their own laptops.
f. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
g. If needed, CSLLC can provide Client access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC EM will provide access to assigned project team members employed by CSLLC.
h. If a data migration requires iLoad support by CSLLC, Client agrees that a tenant lockout will be performed.
i. Client will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Client delays will impact issue resolution times as identified in Section 2.2.
j. Client will be solely responsible for testing and any Move-to-Production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.

k. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval if CSLLC's assistance is required during Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed.

l. Client is responsible for providing timely responses to case(s) which have the status "Waiting on Client" and/or "Waiting on Third-Party." If there is no response from Client on "Waiting on Client" and/or "Waiting on Third-Party" case(s) within the ticketing system for more than thirty (30) calendar days, such case(s) will be closed.

6.0 Term and Termination

a. This SOW shall commence on the Start Date identified above and shall continue through January 31, 2027 (the "Term"), unless terminated sooner pursuant to the Agreement.

7.0 Pricing

a. CSLLC will invoice and Client shall compensate CSLLC on a Time and Materials Basis ("T&M Basis") based upon the hourly rates set forth in the tables below for Services rendered and expenses incurred on a monthly basis, with the exception of the Enhanced Managed Services costs, which will be invoiced in two (2) installments during the Term of this SOW. The first installment will be invoiced on January 20, 2025 for twenty-four thousand seven hundred twenty-five United States Dollars ("USD") ($24,725 USD). The second installment will be invoiced on January 20, 2026 for sixteen thousand two hundred USD ($16,200 USD), for a final total of forty thousand nine hundred twenty-five USD ($40,925 USD). Invoices will be paid subject to the terms and conditions of the Agreement. Total estimated cost of the engagement is listed in the tables below:

Year One (1): January 20, 2025 through January 19, 2026

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
CVS Consultant	$195	600	$117,000
Total Hours		**600**	
Consulting Services			$117,000
Enhanced Managed Services			$24,725
Total			**$141,725**
Estimated Expenses			**$0**
Grand Total			**$141,725**

Year Two (2): January 20, 2026 through January 31, 2027

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
CVS Consultant	$200	400	$80,000
Total Hours		**400**	
Consulting Services			$80,000
Enhanced Managed Services			$16,200
Total			**$96,200**
Estimated Expenses			**$0**
Grand Total			**$96,200**

Grand Total

CSLLC T&M Basis	Total Cost
Year One (1)	$141,725
Year Two (2)	$96,200
Grand Total	**$237,925**

Note: In the event the total CVS consultant hours exceed the estimated effort in Year One (1), Client may use Year Two (2) CVS consultant hours and the second installment of the Enhanced Managed Services fee will be invoiced at such time.

b. The Enhanced Managed Services are applied in conjunction with the Consulting Services of this SOW. If additional Consulting Services are requested pursuant to the Change Order process, Enhanced Managed Services will also be included.

c. CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW. The CSLLC EM will communicate to the Client project manager who the CSLLC team members are as a part of the onboarding process.

d. Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.

e. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.

f. Invoices will be emailed to the following address: accountspayable@galvestontx.gov

Any other mailed correspondence will be delivered as follows:

City of Galveston
823 Rosenberg Street
Galveston, TX 77550

g. [CLIENT TO INSERT PO NUMBER ("PO#") HERE, IF REQUIRED - Confirmation will allow for timely and accurate invoice submission. If Client requires a PO#, Client will send a copy of the PO# to accounts-receivable@collaborativesolutions.com. If a PO# will not need to be generated, please make a note in this section.]

8.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

9.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC	**Galveston, Texas**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name	Name
_____	_____
Job Title	Job Title
_____	_____
Date	Date

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date **January 23, 2025**

To: City Manager
Mayor and City Council Members

From: Hope Dean, Executive Director & CITO

Project location: N/A

Project: Stormwater Modeling Software

Request:
Consider for approval the renewal of the annual subscription agreement with DLT Solutions, LLC utilizing DIR TSO 4236 for InfoWorks ICM Ultimate software package licenses and AutoCAD licenses.

Prior Council Action:
February 2024 council approval for a 1-year agreement.

Background:
In 2023, the City implemented InfoWorks ICM Ultimate software solution and purchase three (3) subscription licenses. The software application has primarily been used for performing necessary in-house operation, manipulation and maintenance of the stormwater H&H model being developed by our outside consultant team under the Stormwater Master Plan project. The engineering team uses the solution to analyze, operate, or maintain model that was developed by the consultant. The construction team uses AutoCAD licenses for other structural projects involving city projects.

The current subscription is due for renewal and to continue use of the solution the city must renewal the subscription.

Fiscal Impact Report:

- **Funding Source:**
  Construction Management (811600), Software Maintenance Contracts

Total Cost.

InfoWorks ICM Ultimate Government Package = $ 49,028.50
AutoCAD Subscription Licenses = $ 13,441.70

Total Cost = $ 62,470.20

Alternatives:

- Option 1 – Approve Bid the subscription renewal
- Option 2 – Do not approve the purchase of this budgeted expense and eliminate the City's ability to manage stormwater modeling in-house and other architectural drawings required.

Staff Recommendation:
Approve the subscription renewal for InfoWorks and AutoCAD licenses

Attachments:
Bid #5214751

Price Quotation

Quote: 5276305
Reference: 1902628
Date: 01/06/2025
Expires: 02/05/2025

To: Galveston IT
Galveston City/County of (TX)
823 Rosenberg
Galveston, TX 77550

Phone: (409) 797-3587
Fax:
Email: softwarelicense@galvestontx.gov

From: Isabella Thompson
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 708-9609
Fax: (703) 708-9609
Email: isabella.thompson@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-1004929	S-TX-MVEND-DIR-SW	1	$1,823.85	$1,823.85
	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal 110004316170 **PoP:** 3/10/2025 **through** 3/9/2026				
2	9701-1002466	S-TX-MVEND-DIR-SW	1	$2,612.93	$2,612.93
	Revit Government Single-user Annual Subscription Renewal 110004316170 **PoP:** 3/10/2025 **through** 3/9/2026				
3	9701-1454	S-TX-MVEND-DIR-SW	6	$616.61	$3,699.66
	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In 110004316170 **PoP:** 3/10/2025 **through** 3/9/2026				
4	9701-1455	S-TX-MVEND-DIR-SW	2	$2,102.63	$4,205.26
	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Multi-User 2:1 Trade-In 110004316170 **PoP:** 3/10/2025 **through** 3/9/2026				
5	9971-0013	OM	1	$1,100.00	$1,100.00
	Productivity Pack Plus (10-14 seats) **PoP:** 3/10/2025 **through** 3/9/2026				

This quote is on behalf of Applied Technology Group, your authorized Autodesk reseller.

Total $13,441.70

Price Quotation

Quote: 5276305
Reference: 1902628
Date: 01/06/2025
Expires: 02/05/2025

Contract #: DIR-TSO-4236
UEI - F1N2KDGBDTU8
Federal ID: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Contract Term: 10/18/2019 - 10/18/2025
Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER DIR-TSO-4236. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

Price Quotation

Quote: 5276216
Reference: 1902624
Date: 01/06/2025
Expires: 02/05/2025

To: Robert Winiecke
Galveston City/County of (TX)
823 Rosenberg
Galveston, TX 77550

Phone: (409) 765-3790
Fax:
Email: rwiniecke@galvestontx.gov

From: Isabella Thompson
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 708-9609
Fax: (703) 708-9609
Email: isabella.thompson@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-4668	S-TX-MVEND-DIR-SW	3	$16,159.50	$48,478.50
	InfoWorks ICM - Ultimate Government Single-user Annual Subscription Renewal 110004316170 **PoP:** 3/10/2025 **through** 3/9/2026				
2	9971-0011	OM	1	$550.00	$550.00
	Productivity Pack Plus (3-5 seats) **PoP:** 3/10/2025 **through** 3/9/2026				

This quote is on behalf of Applied Technology Group, your authorized Autodesk reseller.

Total $49,028.50

Contract #: DIR-TSO-4236
UEI - F1N2KDGBDTU8
Federal ID: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Contract Term: 10/18/2019 - 10/18/2025
Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER DIR-TSO-4236. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

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ABA # 111000012
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-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Price Quotation

Quote: 5276216
Reference: 1902624
Date: 01/06/2025
Expires: 02/05/2025

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date January 23, 2025

To: Brian Maxwell, City Manager
Mayor and City Council Members

From: Hope Dean, Executive Director & CITO

Project location: N/A **Project:** N/A

Request: Consider for approval an agreement with Centre Technologies, an authorized Microsoft license reseller, for the purchase of Microsoft Office 365 licenses for a One (1) year term.

Prior Council Action

Council approved a 1-year agreement in FY24

Background

The City has successfully utilized on premise Microsoft office and exchange technology for well over a decade. Most technology licensing including Microsoft have moved to subscription based licensing models. In August 2020, council approved a project that transitioned the city from the on-premise perpetual licensing model to the cloud subscription licensing and the City successfully migrated in February 2021. In March 2022, the one-year term with the previous third party reseller expired and staff sought competitive bids from authorized Microsoft licenses resellers. Centre Technologies was awarded the agreement as the low bidder and has carried our licensing cost since that time.

Microsoft licenses grant the city access to the Microsoft office suite of products including email and supporting storage, Microsoft Word, excel and powerpoint. The subscription also grants the city access to other Microsoft productivity tools such as SharePoint and associated storage, Microsoft teams utilized for video conference meetings and other Microsoft workflow and forms.

The current subscription is due for renewal. Staff requested and received bids from 5 authorized Microsoft license resellers and the bid received from Centre Technologies offered the lowest overall value to the city. Based on current license counts the estimated monthly cost to the city is outlined below. The per unit license cost reflects an increase over FY24 license cost of $827 monthly due to a change in Microsoft's licensing program at the FY24 licensing totals. Since the FY24 agreement was approved in March 2024, the city increased the licensing needs from a total of 732 licenses to 753 reflecting an overall increase of $1,110.10 monthly.

Description	Unit Cost	QTY	Monthly Total
O365 F3 License	$4.00	206	$824.00
O365 G1 Government Lic	$9.70	1	$9.70
O365 G3 Government Lic	$20.50	546	$11,193.00
Defender for Office P1 Government	$2.00	753	$1,506.00
Entra P1 License	$6.00	2	$12.00
Microsoft Teams audio Conferencing	0	525	0
Email Domain Security Services	$25.00	1	$25.00
Total Monthly			**$ 13,569.70**

The monthly cost could fluctuate based on the future licensing needs of the city. Staff request council approve the minimum monthly cost identified above with a maximum monthly cost of $ 16,316.

Fiscal Impact Report

- **Funding Source.**
    - Information Technology Operating Budget

Total Cost.

- Up to $195,792

Alternatives

- **Option 1:** Approve the agreement
- **Option 2:** Do not approve and the city would lose access to email and other critical products
- **Option 3:** Award the agreement to the next lowest bidder which would increase the cost to the city by and additional $250 a month

Staff Recommendation:
approve an agreement with Centre Technologies for the purchase of Microsoft Office 365 licenses for a One (1) year term with the options to extend the agreement for three (3) additional years.

Attachments: Quote 052813

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

CoG - MSFT-O365 NCE Modernization - Renewal

Prepared by:

Centre Technologies

Leigh Fox
on behalf of Jamie Schanbachler
(281) 741-6355
lfox@centretechnologies.com

Prepared for:

City of Galveston

Hope Dean
Ship To:
PO Box 779 823 Rosenberg
Galveston, TX 77553
(409) 797-3578
hdean@galvestontx.gov

Quote Information:

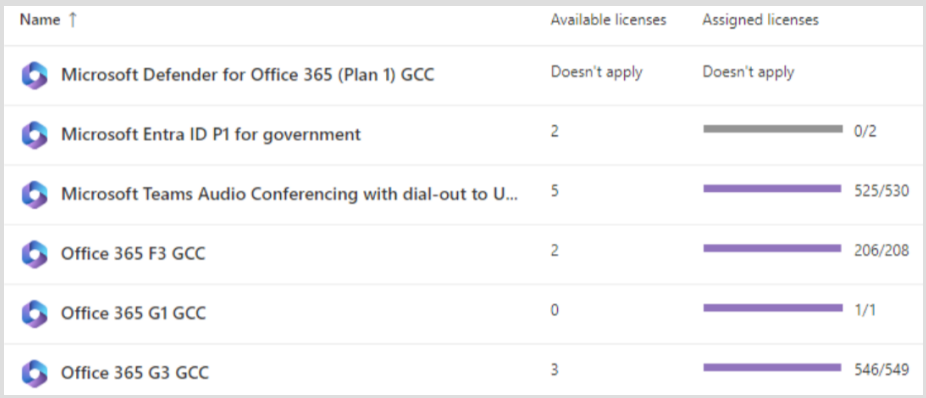
Quote #: 064445

Version: 1
Delivery Date: 12/10/2024
Expiration Date: 02/15/2025

CoG - MSFT-O365 NCE Modernization - Renewal

12 Month Terms - Annual Commitment, monthly billing
*Licensing charges will begin billing from date of purchase, in advance of the project's completion.

MSFT-O365 NCE Modernization

Description	Qty	Recurring	Ext. Recurring
Existing 365 Tenant:			
			
Annual commitment, invoicing monthly			
Office 365 G3 (GCC)(YM)	546	$20.50	$11,193.00
Office 365 F3 (GCC)(YM)	206	$4.00	$824.00
Office 365 G1 (GCC)(YM)	1	$9.70	$9.70
Microsoft Defender for Office 365 (Plan 1) (GCC)(YM)	753	$2.00	$1,506.00
Microsoft Entra ID P1 (GCC)(YM)	2	$6.00	$12.00
Microsoft Teams Audio Conferencing select dial-out (YM)	525	$0.00	$0.00

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Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

MSFT-O365 NCE Modernization

Description	Qty	Recurring	Ext. Recurring
Email Domain Security Services	1	$25.00	$25.00
		Monthly Subtotal:	**$13,569.70**

Monthly Expenses Summary

Description	Amount
MSFT-O365 NCE Modernization	$13,569.70
Monthly Total:	**$13,569.70**

This Quote is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and the Customer found on the applicable Quote (sometimes referred to as “you,” “your,” OR “Customer”). Collectively, these two entities are “the Parties”. The Quote, together with the MSA and relevant Service Attachments, forms the Agreement between the Parties. This Quote is effective as of the date the Parties sign below, (“Services Start Date”). If there is a conflict between this Quote, the Master Services Agreement and any Service Attachment, amendment, or schedule, this Quote will control for the items in this Quote only.

The definitions and the Term are set forth in the MSA. The Term for the services starts on Service Start Date of an applicable Service Attachment. The Service Start Date of an applicable Service Attachment shall begin on the date Provider provisions the Services to Client. Upon the Service Start Date, the Client will be billed a setup and initiation fee, One (1) full calendar month of Service and an additional one (1) month of Service in advance. Thereafter Services will be billed monthly on the first day of the month. Additional work or hours to be completed as part of change requests, if any, will be billed monthly.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the Parties.

If you are a person who is required to comply with HIPAA\The HITECH Act and related state laws, you must click here and sign the Master Data Protection Agreement – Business Associate Agreement (MDPA-BAA) (https://centretechnologies.com/hubfs/Agreements/MDPA-BAA-Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA-BAA is executed by Customer.

If you are a person who is required to comply with GDPR and related member state laws, you must click here and sign the Master Data Protection Agreement (MDPA) for GDPR (https://centretechnologies.com/hubfs/Agreements/MDPA-Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA is executed by Customer.

By signing below, the Parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The Party hereby represents that the electronic signature to this Quote shall be relied upon and serves to bind them/it to the obligations stated herein. Each Party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

E-Signature Confirmation for City of Galveston

Signature: _____

Name: Hope Dean

Title: CITO

Date: _____

SCHOLES INTERNATIONAL AIRPORT GALVESTON

Scholes International Airport

AIRPORT ADMINISTRATION
2115 Terminal Dr | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

Date: January 23, 2025

To: City Manager
Mayor and City Council Members

From: Mike Shahan, Airport Director

Project Location: Scholes International Airport

Project: Amending the Airport Ground Lease Policy.

Request: Consider for approval amending the 2017 Airport Ground Lease Policy as presented upon final approval of the City Attorney.

Prior Council Action:

A. On September 28, 2017, the City Council adopted the Airport Ground Lease Policy for the Scholes International Airport.

B. On January 25, 2024, the City Council tabled amending the Airport Ground Lease Policy until additional sections could be updated.

Background:

A. The current Ground Lease Policy adopted in 2017 by the City Council addressed new and existing leases and lease rates by:
- Establishing hangar development sizes with corresponding lease terms.
- Establishing uniform lease rates for Scholes International Airport.
- Establish a policy for extending leases when hangars are damaged due to a natural disaster.
- Establishing fees associated with granting lease assignments for existing ground leases.
- Encouraging full property utilization and prevention of land banking.
- Ensuring compliance with all State and Federal laws and grant assurances.

B. At the time, existing aviation ground lease tenants were permitted to enter a new lease agreement based on the new Ground Lease Policy or keep their existing lease agreement. Six tenants elected to enter into new agreements. Other than those six leases, no new aviation ground leases have been issued since 2018.

C. Based on multiple conversations over the past six years, the transfer fee is the most common reason for someone deciding not to build a new hangar facility. The transfer fee ranges from 10% to 20% of the fair market price that the airport receives when the City Council approves the lease.

D. When Coffman Associates updated the Airport Master Plan in 2022, they reviewed the Minimum Standards, Rules and Regulations, and standard aviation lease agreement. One of their recommendations was to reduce or eliminate the transfer.

E. Revision 1 of the Ground Lease Policy, updated grammatical errors, building code information, and property exhibits, and inserted clarifications as needed. The following Sections were updated:

Section I.: Added Purpose and Goals of Policy Title.

- Changed hangar(s) to facility (facilities) throughout the document.
- Removed the sentence, *Establishing fees associated with granting lease assignments for existing ground leases.*
- *A*dded Airport Minimum Standards and the Airport Rules and Regulations to the list of compliance requirements.

Section III. Initial Lease:

- Remove the Lease Application Fee
- Updated the 2012 International Building Codes to 2021 and added the 2023 National Electric Code to the list of compliance regulations.

Section IV. Lease Terms:

- Changed the standard lease terms of 20, 30, and 40 years to 20 years with no options, 20 years with a 10-year option, and 20 years with two 10-year options, respectively.
- Added Ground Lease Options requiring the facility to be maintained and inspected one year before each option period and all deficiencies to be corrected before the option period is granted.

Section V. Ground Lease Rates:

- Updated two of the three categories of land by adding with or without concrete to each category.
- Removed the nine identified Parcels and added descriptions of the North Apron Hangar Development Area, South Apron Hangar Development Area, South Ramp Hangar Development Area, and Commercial Development Property.
- Updated the published Ground Lease rates based on the category of land.

Section VI. Natural Disasters: Revised the lease extensions based on the damage received during natural disasters.

- Removed 5-year lease extension for damage of less than 25%.
- Changed 10-year lease extension for damage between 26% and 50% to 25% of the original lease term. A 20-year lease gets a 5-year lease extension, a 30-year lease would get a 7.5-year lease extension, and a 40-year lease would get a 10-year lease extension.
- Any damage of 51% or more remains the same with the option of a new lease agreement.
- Updated the maximum lease term to 50 years per the current Texas code on aviation lease terms.

Section VII. Leases Dated Before the Adoption of this Policy: This section was deleted.

Section VIII. Transfer Fees: This section was deleted.

Exhibit A: Parcel Maps of Leasable Space: Updated this exhibit.

2115 Terminal Dr | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

F. The Advisory Committee met on December 10, 2024. They unanimously recommended that the City Council amend the Ground Lease Policy for all new airport ground leases.

Fiscal Impact Report:

- Total Cost. There is no cost to the City.
- Funding Source. N/A

Alternatives:

A. City Council approves amending the 2017 Airport Ground Lease Policy as presented.
   1) Potential increase in the number of aviation ground leases and based aircraft, resulting in increased revenue for the airport.

B. Disapprove amending the 2017 Airport Ground Lease Policy.
   1) It is less likely that new aviation ground leases will be issued, resulting in the loss of future revenue and increased based aircraft.

Staff Recommendation:

Consider for approval amending the 2017 Airport Ground Lease Policy as presented upon final approval of the City Attorney.

Attachments:

1) Scholes International Airport Ground Lease Policy Revision 1 - Clean
2) Texas Publicly Owned Reliever Airport 2024 Ground Lease Rate Study
3) Scholes International Airport Ground Lease Policy Revision 1 – Red Line

Scholes International Airport (GLS)

Ground Lease Policy

Adopted: September 28, 2017

Revision 1: Insert Date Here

Scholes International Airport
2115 Terminal Drive, Galveston, Texas 77554
(409) 797-3590 | www.galvestonairport.com

SCHOLES INTERNATIONAL AIRPORT (GLS) GROUND LEASE POLICY

REVISION 1 CHANGES DATED: Insert Date Here

Revision 1 of the Ground Lease Policy, updated grammatical errors, building code information, and property exhibits, and inserted clarifications as needed.

The following Sections were updated:

Section I.: Added Purpose and Goals of Policy Title.

- Changed hangar(s) to facility (facilities) throughout the document.
- Removed the sentence, *Establishing fees associated with granting lease assignments for existing ground leases.*
- *A*dded Airport Minimum Standards and the Airport Rules and Regulations to the list of compliance requirements.

Section III. Initial Lease:

- Remove the Lease Application Fee.
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- Changed the standard lease terms of 20, 30, and 40 years to 20 years with no options, 20 years with a 10-year option, and 20 years with two 10-year options, respectively.
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- Any damage of 51% or more remains the same with the option of a new lease agreement.
- Updated the maximum lease term to 50 years per the current Texas code on aviation lease terms.

Section VII. Leases Dated Before the Adoption of this Policy: This section was deleted.

Section VIII. Transfer Fees: This section was deleted.

Exhibit A: Parcel Maps of Leasable Space: Updated this exhibit.

SCHOLES INTERNATIONAL AIRPORT

GROUND LEASE POLICY – Revision 1: Adopted Insert Date Here

I. PURPOSE AND GOALS OF POLICY

Initial ground leases for Scholes International Airport (GLS) property will be considered when the proposed use is consistent with the Airport Master Plan or an approved Galveston City Council development plan. It is the goal of the City of Galveston to encourage high-quality development, proper maintenance and enhancement of facilities, and balanced use of the Airport, including a diversity of aircraft and businesses. This Policy will help ensure that the Airport will receive an appropriate return on the City's Airport assets while providing equitable development opportunities for present and future leaseholders. The City of Galveston desires to treat all lessees fairly and consistently while ensuring the airport remains self-sufficient and complies with FAA Grant Assurances. This Policy addresses new leases and lease rates by:

- Establishing facility development sizes with corresponding lease terms.
- Establishing uniform lease rates for Scholes International Airport.
- Establish a policy for extending leases when facilities are damaged due to a natural disaster.
- Encouraging full property utilization and prevention of land banking.
- Ensuring compliance with all Local, State, and Federal Laws, FAA Grant Assurances, and the Airport Minimum Standards, and Rules and Regulations.

II. APPLICABILITY

This Policy applies to all Scholes International Airport properties and leaseholds commencing after the enactment of this Aviation Ground Lease Policy, which was updated on Insert Date Here. New, long-term ground leases range from twenty to forty years, depending on the type and size of the facility to be constructed.

III. INITIAL LEASE

Applying for an initial lease is a straightforward process that involves the submission of the Scholes International Airport Standard Ground Lease application and the appropriate support documentation to the Airport Director. Once approved in concept by the Airport Director, the future leaseholder will be forwarded to the City of Galveston Department of Planning and Community Development for review to determine the viability of a proposed project and compliance with the 2021 International Building Codes and the 2023 National Electric Code. The lessee may be required to carry a construction bond or proof of financial wherewithal to complete the construction of the proposed facilities. This determination is at the sole discretion of the Galveston City Council. The maximum length of the term granted will be based on the type and size of the facility to be constructed.

IV. LEASE TERMS

The maximum lease term shall not exceed 50 years, in accordance with the State of Texas Transportation Code, Title 3 Aviation, Chapter 22 County and Municipal Airports. At the end of the initial lease term and approved options, all improvements become the property of the City of Galveston. Lessee must sign a Reversion Clause Acknowledgement, stating they understand that the facility will revert to the City at the end of the lease term. **At the City's option**, any improvements constructed on the leased premises shall be removed and the premises restored to pre-lease condition at the sole cost and expense of the lessee.

DRAFT

Ground Lease Terms

Term	New Investment
20-year, with no options:	Under 3,600 sq. ft. of new hangar, office, and shop space constructed.
20-year, with one 10-year option:	3,600 sq. ft. to 9,999 sq. ft. of new hangar(s), office and shop space constructed.
20-year, with two 10-year options:	10,000 sq. ft. or more of new hangar space(s), office and shop space constructed.

All construction should contribute to furthering GLS's Airport development objectives outlined in the current Airport Master Plan. The maximum lease term shall not exceed 50 years.

Ground Lease Options

To exercise one or more options, the Lessee must maintain the facility as required in the Lease Agreement. The facility shall be inspected one year before each option period, and any deficiencies shall be corrected before an option period is granted. Failure to do so can result in lease extensions being denied, underscoring the importance of timely maintenance.

V. GROUND LEASE RATES

Depending on the size and shape of an airside parcel, portions of a particular site may not be operationally equivalent. It is generally acknowledged that the most desirable situation is the ability to operate the aircraft as close to the runway and taxiway system as possible. When the airside property has great depth, land deeper in the site becomes more challenging to use for operational aircraft movement. It is often necessary to construct perpendicular taxiways to make this property feasible, and the ingress and egress requirements, particularly regarding larger aircraft that utilize large quantities of land, cause inefficiency.

There are three categories of land at GLS.

1. Primary Airside Property with or without concrete – Generally considered the most valuable property on the airport, these parcels exist in highly desirable locations with regard to an airport's runway and taxiway system. Primary Airside Property has good access to the runways, location topography, and location of utilities, and the reduced degree of site work needed makes them suitable for construction and highly developable. These parcels allow airplanes to be expeditiously and safely taxied to and from the runway surface and are generally the most quickly absorbed and developed of all airside land on airport property.

2. Secondary Airside Property with or without concrete – Like Primary Airside Property, this land can be configured in such a way that runway and taxiway access is available to users. The primary distinguishing characteristic of this classification is that its position and general location in the airport are not quite so advantageous with regard to the runway surfaces as Primary Airside Property. Other mitigating factors may also relate to the degree of site improvements regarding utilities and access roads, which may be required to make Secondary Airside Property suitable.

DRAFT

3. Commercial-Industrial Property—Due to its location, this property is typically not suitable for airside development, but its location relative to the landside roadway system makes it more suitable for commercial or industrial development.

Within each category, there are various Ground Lease rates based on the location of each parcel and the amount of utilities and site work needed at the site. The following parcel descriptions identify the various properties available for lease at GLS (**See Exhibit A: Parcel Maps of Leasable Space**):

- ***North Apron Hangar Development Area:*** This area consists of a combination of primary properties with and without concrete, as well as secondary properties without concrete.

  The primary property with concrete is ideally suited for developing box hangars and nested T-hangars. This parcel has existing concrete suitable for construction and is located a short distance from the approach end of Runway 18. However, utilities are not currently available on site.

  The secondary property without concrete is situated north of the North Apron. This parcel lacks an existing apron, taxiways, or utilities. However, a new taxiway extension will run west of this area and connect to the approach end of Runway 18, making this a good location for hangar development. The taxiway extension will be completed in 2025.

  The primary property without Concrete is also optimal for developing a large box hangar. This parcel has existing utilities and is located near the concrete apron and the approach end of Runway 18.

- ***South Apron Hangar Development Area:*** This area consists of primary properties without concrete and is optimal for nine 3,600 sq. ft. box hangars or multiple-size hangar units. The area has an existing concrete apron for the hangars and some of the highest elevations in the airport. Utilities include electricity, water, and sewer near each of the lots or nearby.

- ***South Ramp Hangar Development Area:*** This area comprises secondary property with and without concrete. Utilities are nearby but not at the lot line. It is located a short distance from the approach end of Runway 36.

- ***Commercial Development Property:*** Five lots, totaling approximately 28.7 acres, on airport property are available for commercial development. Lease rates for these lots are based on the property's fair market value at the time it is leased.

All leases and lease rates shall be adjusted by two and one-half percent (2.5%) annually.

The Galveston City Council may adjust Ground Lease rates based on the development's specific location, investment, and economic impact. The following are the published ground lease rates adopted by the Galveston City Council for the Scholes International Airport:

- ***Primary Airside with concrete:*** $0.45 per sq. ft. per year
- ***Primary Airside without concrete:*** $0.39 per sq. ft. per year
- ***Secondary Airside with concrete:*** $0.33 per sq. ft. per year
- ***Secondary Airside without concrete:*** $0.27 per sq. ft. per year
- ***Non-Aviation:*** Lease rate to be determined with a Fair Market Value Appraisal

VI. NATURAL DISASTERS

Should a natural disaster occur that causes significant damage to tenant-owned facilities, the Lessee may request a lease extension or a new lease based on the percent of damage that has occurred to the facility.

New lease agreements shall be written using the City of Galveston's most current lease agreement, maintaining the same terms and escalation clauses as the previous lease agreement.

Due to the immediate need to make and repair essential living and work-related repairs, tenants will have one hundred and eighty (180) days from the date of the damage to submit a redevelopment plan to the Airport for approval. Once approved, the repairs must be completed within one hundred eighty (180) days, or a timeline mutually agreed to by both parties, for the lease extension to go into effect, providing a flexible approach to the process.

Lease extensions or new leases are granted based on 25% of the length of the original lease agreement and the percent damage following a natural disaster, and the lease term shall be granted using the following formula:

Percent of Damaged Received to Facility	**Length of Lease Extension***
26% to 50% Damage Received	
20-year lease	5 Years (25%)
30-year lease	7.5 Years (25%)
40-year lease	10-Year (25%)
51% or greater damage received	Subject to a new lease agreement

For the formula above, a neutral party, agreeable to both, will assess the facility's damage, ensuring a fair and unbiased evaluation.

**** These would be the maximum possible extensions based on the length of the original lease agreement and the percent of damage to the facility. However, the maximum lease term, including the extension, shall not exceed 50 years, in accordance with the State of Texas Transportation Code, Title 3 Aviation, Chapter 22 County and Municipal Airport.***

VII. FIRST RIGHT OF REFUSAL

In the event Lessee offers the leasehold property for sale, the City shall have the right (but not the obligation) to purchase the leasehold property under the following terms and conditions:

1. Once Lessee has established an asking or listing price for the leasehold property, Lessee shall first notify City in writing of Lessee's intent to sell and shall then offer the leasehold property for sale to City at this price. The city shall have ten (10) days from receipt of such notice to consider this offer, and if the City accepts, the City shall have 45 days to close. Consideration may be cash or third-party financing or, if agreed between City and Lessee, by assumption, wraparound, or owner finance.

2. If the City declines or fails to purchase the leasehold property at the listing or asking price, the Lessee shall be free to offer the leasehold property for sale to others. However, suppose a bona fide offer is received from a third-party prospective buyer. In that case, Lessee shall again notify City in writing and offer the leasehold property to City at the price and upon the same or better terms as named by the prospective buyer. The city shall have ten (10) days from receipt of such notice to consider this offer, and if the City accepts, the City shall have 45 days to close. The city may shorten or eliminate any

applicable time periods in this paragraph by waiving or declining in writing to exercise the City's right of first refusal.

VIII. BACKGROUND AND SUPPORT DOCUMENTATION

Lease Term

The Galveston City Council adopted this Policy on September 28, 2017, and adopted Revision 1 of the Policy on Insert Date Here. The updated lease rates are based on a survey of similar types of airports offering similar services and amenities from the Houston and Dallas Fort Worth areas. The current lease terms and rate determination methods were adopted through a public vote of the Galveston City Council and are herein incorporated.

IX. OPTIMIZING REVENUE

The City of Galveston seeks to optimize operational and lease incomes for the Airport. The Fair Market Value Rate is the rate a tenant is willing to pay and a Lessor is willing to accept in an arms-length transaction for the lease of a specific Airport site or property based on a combination of property availability, competitive market considerations, rates for similar properties, property condition and fee simple value of the property. The Galveston City Council reserves the right to revise the terms and rates stated in this Policy as deemed necessary.

This policy will allow the airport to be fully developed for many uses while protecting the best locations for the highest-use developments.

X. MAINTENANCE: GOOD CONDITION & REPAIR

Tenants must maintain property and facilities in good condition and repair, except for normal wear and tear. This is not a one-time task but an ongoing obligation. Particular attention is focused on significant cost issues such as foundations, structural components of buildings, roofs, wall systems, hangar doors, electrical systems, etc. Sheet metal roofs and walls must be maintained free from leaks and significant damage and must be painted, as necessary, to prevent and retard rusting and enhance appearance. Painting, carpeting, and other similar items are typical maintenance and lease expenses expected of/by new tenants. Any level of clutter, junky or unkempt appearance will not be tolerated.

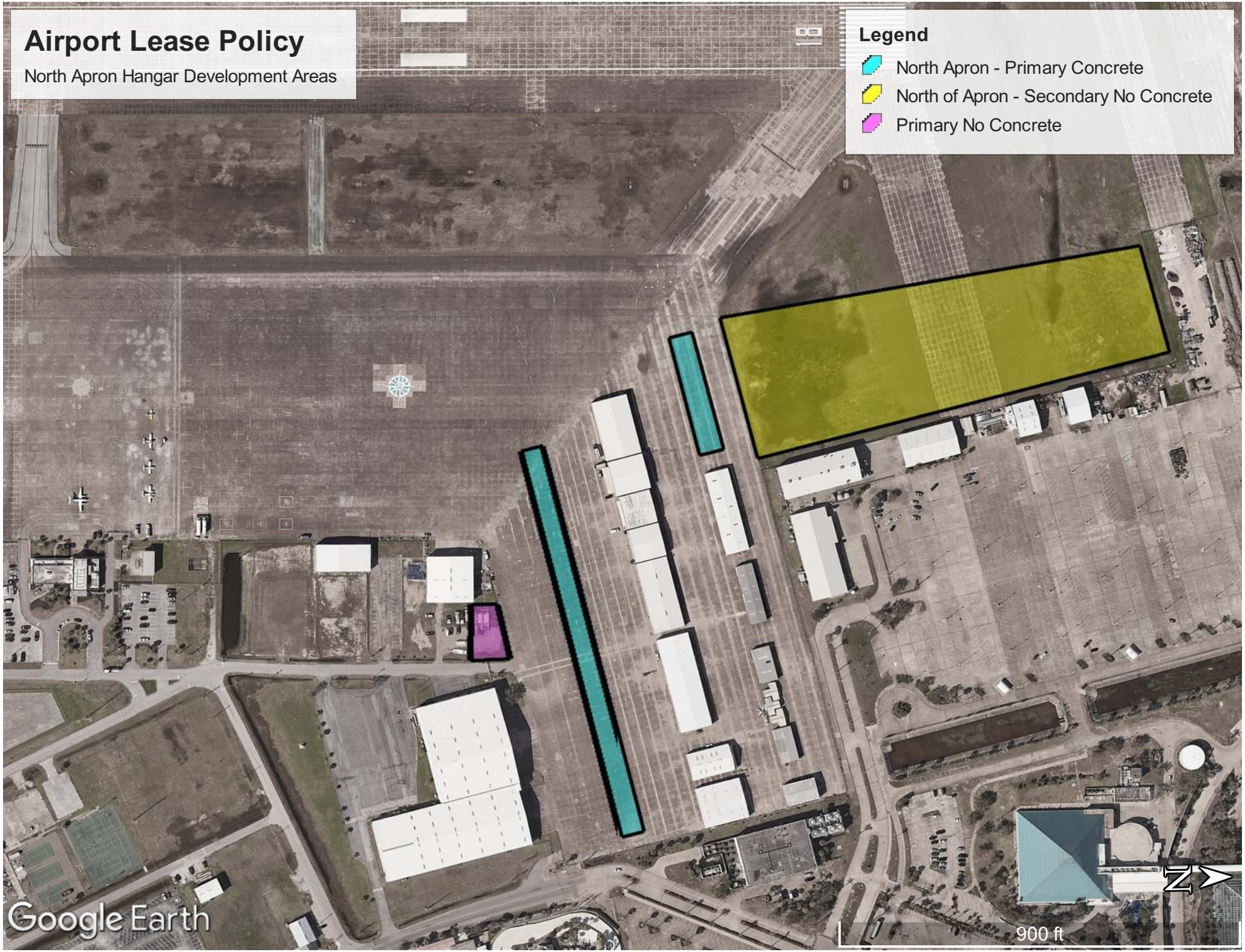
Annual Inspections of all facilities are required to ensure:

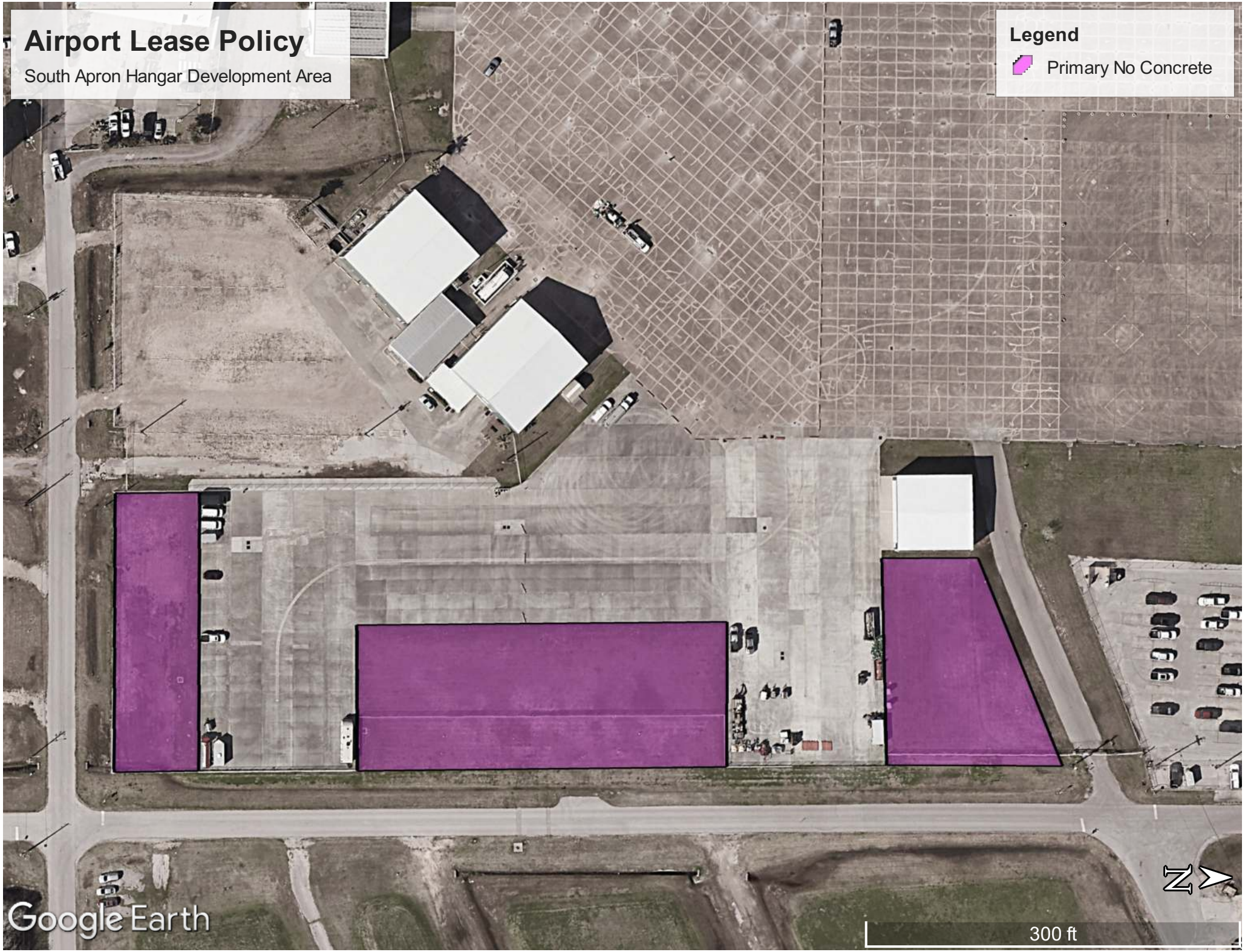
a. Compliance with the terms of the Lease Agreement.
b. Facility structural deficiencies have been identified and are being corrected.
c. Routine maintenance of facilities is being completed.
d. Failure to maintain the facility will result in lease extensions being denied, underscoring the importance of timely maintenance.

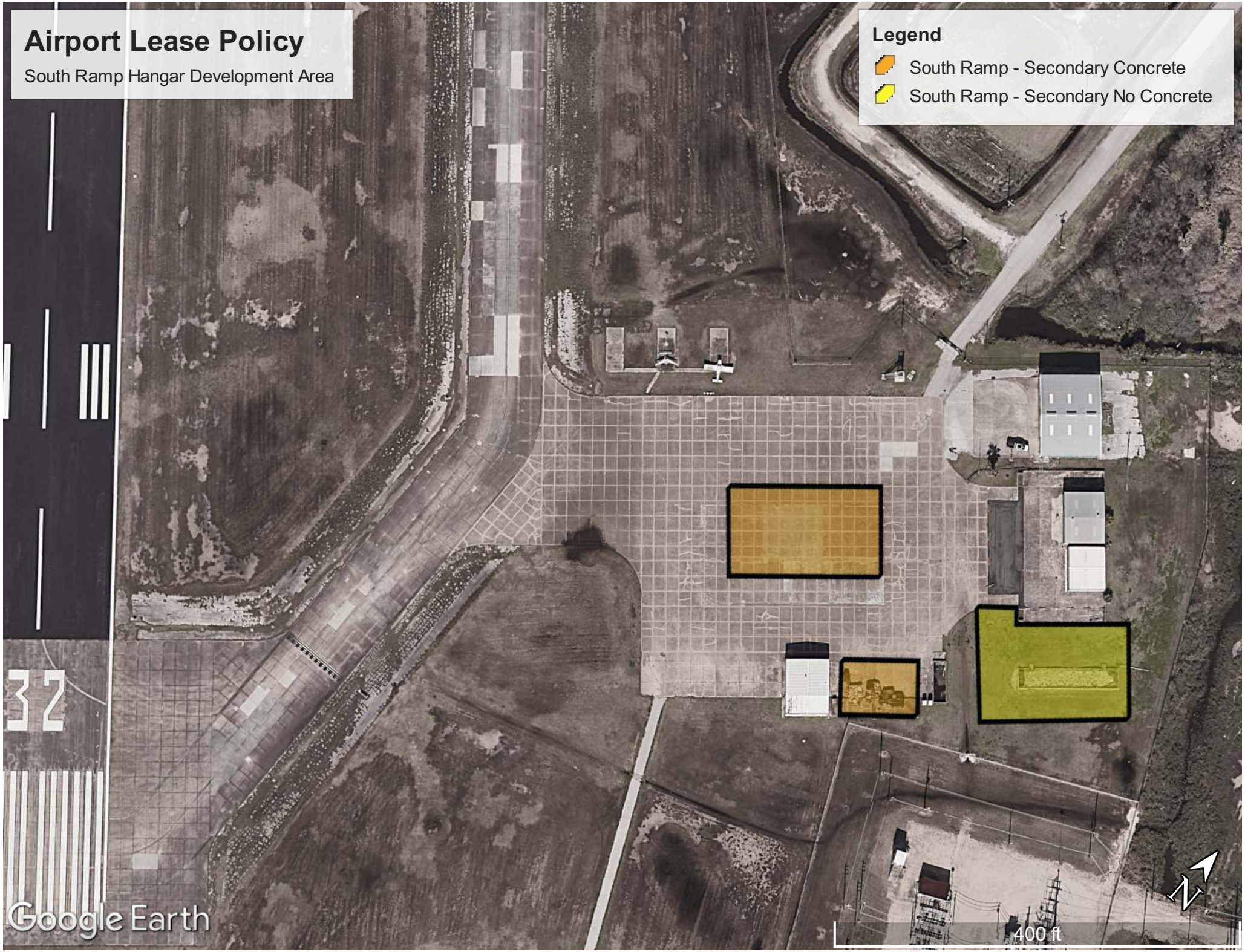
DRAFT

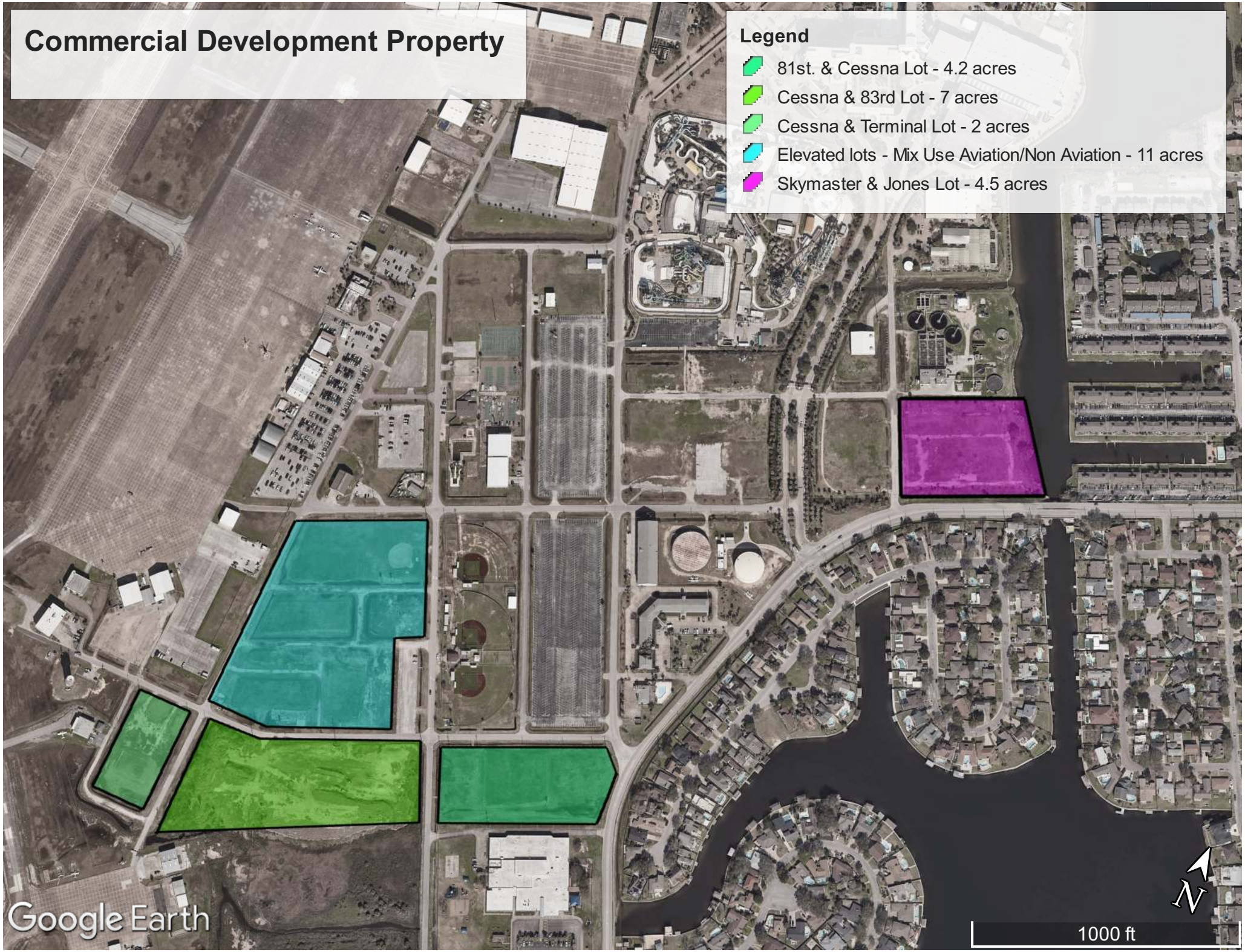
Airport Lease Policy

North Apron Hangar Development Areas




Airport Lease Policy
South Apron Hangar Development Area
Legend
Primary No Concrete
Google Earth
300 ft


Airport Lease Policy
South Ramp Hangar Development Area
Legend
South Ramp - Secondary Concrete
South Ramp - Secondary No Concrete
32
Google Earth
400 ft
N


Commercial Development Property
Legend
81st. & Cessna Lot - 4.2 acres
Cessna & 83rd Lot - 7 acres
Cessna & Terminal Lot - 2 acres
Elevated lots - Mix Use Aviation/Non Aviation - 11 acres
Skymaster & Jones Lot - 4.5 acres
Google Earth
N
1000 ft

Texas Publicly Owned Reliever Airports
2024 Ground Lease Rate Review

NORTH HANGAR APRON - On Concrete	2024 Lease Rate	Ground Lease Sq. Ft.	Lease Rate Sq. Ft.	Lease Rate Low	Lease Rate High
Average 2018 Aviation Ground Lease Rates/ Sq. Ft:	$ 12,897.85	38,570	$ 0.33	$ 0.31	$ 0.39
Pre 2018 Aviation Ground Lease Rates/ Sq. Ft:	$ 12,798.63	38,360	$ 0.33	$ 0.33	$ 0.33
NORTH & MIDDLE APRON - Not on Concrete	**2024 Lease Rate**	**Ground Lease Sq. Ft.**	**Lease Rate Sq. Ft.**	**Lease Rate Low**	**Lease Rate High**
North & Middle Hangar Apron Rates/ Sq. Ft::	$ 46,538.53	$ 371,702.00	$ 0.13	$ 0.08	$ 0.29
Without Bldg. 35 Lease Agreement Sq. Ft:	$ 25,647.37	$ 107,302.00	$ 0.24	$ 0.21	$ 0.29
SOUTH HANGAR APRON - Not on Concrete	**2024 Lease Rate**	**Ground Lease Sq. Ft.**	**Lease Rate Sq. Ft.**	**Lease Rate Low**	**Lease Rate High**
Average Aviation Ground Lease Rates/ Sq. Ft:	$ 79,242.57	$ 487,999.40	$ 0.16	$ 0.15	$ 0.30
WithoutBldg. 47-57 Lease Agreement Sq. Ft:	$ 10,696.24	$ 38,612.40	$ 0.28	$ 0.30	$ 0.30
SOUTH HANGAR RAMP - On Concrete	**2024 Lease Rate**	**Ground Lease Sq. Ft.**	**Lease Rate Sq. Ft.**	**Lease Rate Low**	**Lease Rate High**
Average Aviation Ground Lease Rates/ Sq. Ft:	$ 2,483.69	$ 10,800.00	$ 0.23	$ 0.17	$ 0.27

Reliver Airports Dallas/Houston	Ground Lease		
	Improved	Unimproved	
Addison	$0.75 to $0.80	$0.65 to $0.80	(High)
Arlington	$0.42 to $0.50	$0.25 to $0.35	
Dallas Executive	$0.55	$0.45	
Denton	N/A	$0.30 to $0.45	
Grand Prairie	$0.25	$0.20	
McKinney	$0.45 to $0.65	N/A	
Meacham	$0.47	$0.47	
Mesquite	$0.31 to $0.46	N/A	
Spinks	$0.31	$0.31	
Conroe	$0.17	$0.17	(Low)
Sugar Land	$0.50	$0.50	

Reliver Airports Dallas/Houston		Lease Rate Sq. Ft.	Lease Rate Low	Lease Rate High
	Average Improved Lease Rate:	$0.44	$0.17	$0.80
	Average Unimproved Lease Rate:	$0.39	$0.17	$0.80
Dallas/Houston Removed Low & High Lease Rates		**Lease Rate Sq. Ft.**	**Lease Rate Low**	**Lease Rate High**
	Average Improved Lease Rate:	$0.43	$0.25	$0.65
	Average Unimproved Lease Rate:	$0.37	$0.25	$0.50

Recommended GLS Lease Rates	Lease Rate Sq. Ft.
Primary Airside with concrete (Apron North of Taxiway D):	$0.45
Primary Airside (Adjacent to Aprons):	$0.39
Secondary Airside with Concrete:	$0.33
Secondary Airside without Concrete:	$0.27
All Commercial-Industrial Property (Non-Aviation):	FMV Appraisal

SCHOLES INTERNATIONAL AIRPORT
~~AVIATION~~ GROUND LEASE POLICY – Revsion 1: Insert Date Here

I. PURPOSE AND GOALS OF POLICY

Initial ground leases for Scholes International Airport (GLS) property will be considered when the proposed use is consistent with the Airport Master Plan or an approved Galveston City Council development plan ~~for the Airport.~~. It is the goal of the City of Galveston to encourage high ~~-~~-quality development, proper maintenance and enhancement of facilities, and balanced use of the Airport, including a diversity of ~~based~~ aircraft and businesses. This Policy will help ensure the Airport will receive an appropriate return on the City's Airport ~~asset~~assets while providing equitable development opportunities for present and future leaseholders. ~~It is the desire of the~~The City of Galveston desires to treat all lessees fairly and consistently~~,~~ while ensuring the ~~Airport~~airport remains self-sufficient and ~~in compliance~~complies with FAA Grant Assurances. This Policy addresses new ~~and existing~~ leases and lease rates by:

- Establishing ~~hangar~~ facility development sizes with corresponding lease terms.
- Establishing uniform lease rates for Scholes International Airport.
- ~~Establishing~~Establish a policy for extending leases when ~~hangars~~ facilities are damaged ~~as a result of~~due to a natural disaster.
- ~~Establishing fees associated with granting lease assignments for existing ground leases.~~
- Encouraging full property utilization and prevention of land banking.
- Ensuring compliance with all Local, State, and Federal laws, ~~and~~ FAA Grant Assurances, and the Airport Minimum Standards, and Rules and Regulations.

II. APPLICABILITY

This Policy ~~is applicable~~applies to all Scholes International Airport properties and leaseholds commencing after the enactment of this Aviation Ground Lease Policy, which was updated on Insert Date Here. New, long-term~~,~~ ground leases range from twenty to forty years ~~in length~~, depending on the type and size of the facility to be constructed.

III. INITIAL LEASE

~~Initial leases require~~Applying for an initial lease is a straightforward process that involves the submission of the Scholes International Airport Standard Ground Lease application and the appropriate support documentation to the Airport Director~~, which~~. Once approved in concept by the Airport Director, the future leaseholder will be forwarded to the City of Galveston Department of Planning and Community Development for review to determine the viability of a proposed project and compliance with ~~2012~~the 2021 International Building Codes and the 2023 National Electric Code. The lessee may be required to carry a construction bond or proof of financial wherewithal to complete the construction of the proposed facilities. This determination is at the sole discretion of the Galveston City Council. The maximum length of the term granted will be based on the type and size of the facility to be constructed.

~~At the time, the potential lessee requests the lease agreement be drawn up, the potential lessee will be required to pay a Ground Lease Preparation Fee in the amount of $500.00 and complete a Ground Lease Application. This Ground Lease Preparation Fee is non-refundable if the prospective lessee withdraws the Ground Lease Application prior to the presentation of the initial lease to Galveston City Council or fails to execute the lease agreement within 45 days after approval is given by Galveston City Council. This failure will also result in the Lessee losing the exclusive right to the property. Upon execution of the lease~~

~~agreement, the Ground Lease Preparation Fee will be applied toward the Ground Lease payment. The Ground Lease Preparation Fee will be refunded to the potential lessee if the Galveston City Council does not approve the lease. Construction must commence within one hundred and eighty (180) days after the Execution Date of this Lease and must be substantially completed according to the construction schedule timeline as agree upon by the Lessee and the Lessor.~~

IV. LEASE TERMS

The maximum lease term shall not exceed ~~40~~50 years, in accordance with the State of Texas Transportation Code, Title 3 Aviation, Chapter 22 County and Municipal Airports. At the end of the initial lease term and approved options, all improvements become the property of the City of Galveston. Lessee must sign ~~an~~a Reversion Clause Acknowledgement, stating they understand that the ~~hangar~~ facility will revert to the City at the end of the lease term. **At the City's option**, any ~~and all~~ improvements constructed on the leased premises ~~may~~shall be removed and the premises restored to pre-lease condition at the sole cost and expense of the lessee.

Ground Lease Terms

Term	New Investment
20-year, with no options:	Under 3,600 sq. ft. of new hangar, office, and shop space constructed.
~~30~~20-year, with one 10-year option:	3,600 sq. ft. to ~~10,000~~9,999 sq. ft. of new hangar(s), office and shop space constructed.
~~40~~20-year, with two 10-year options:	10,000 sq. ft. or more of new hangar space(s), office and shop space constructed.

All construction should contribute to furthering GLS's Airport development objectives ~~as~~ outlined in the ~~most~~ current Airport Master Plan. The maximum lease term shall not exceed ~~40~~ 50 years.

Ground Lease Options

To exercise one or more options, the Lessee must maintain the facility as required in the Lease Agreement. The facility shall be inspected one year before each option period, and any deficiencies shall be corrected before an option period is granted. Failure to do so can result in lease extensions being denied, underscoring the importance of timely maintenance.

V. GROUND LEASE RATES

Depending on the size and shape of an airside parcel, portions of a particular site may not be operationally equivalent. It is generally acknowledged that the most desirable situation is ~~to be able~~the ability to operate the aircraft as close to the runway and taxiway system as possible. When the airside property has great depth, land ~~that is~~ deeper in the site becomes ~~harder~~more challenging to use for operational aircraft movement. It is often necessary to construct perpendicular taxiways ~~in order~~ to make this ~~particular~~ property feasible, and the ingress and egress requirements, particularly regarding larger aircraft that utilize large quantities of land, cause inefficiency.

There are three categories of land at GLS.

1. Primary Airside Property with or without concrete – Generally considered the most valuable property on the airport, these parcels exist in ~~extremely~~highly desirable locations with regard to an airport's runway and taxiway system. Primary Airside Property has good access to the runways, location topography, and location of utilities, and the reduced degree of site work needed makes them suitable for construction and highly developable. These parcels allow airplanes to be expeditiously and safely taxied to and from the runway surface and are generally the most quickly absorbed and developed of all airside land on ~~an~~ airport property.

2. Secondary Airside Property with or without concrete – Like Primary Airside Property, this land can be configured in such a way that runway and taxiway access is available to users. The primary distinguishing characteristic of this classification is that its position and general location ~~on~~in the airport ~~is~~are not quite so advantageous with regard to the runway surfaces as Primary Airside Property. ~~Additionally, other~~Other mitigating factors may also relate to the degree of site improvements ~~in regard to~~regarding utilities and~~/or~~ access roads, which may be required to make Secondary Airside Property suitable.

3. Commercial-Industrial Property~~——~~Due to ~~the~~its location~~ of,~~ this property~~, it~~ is typically not suitable for airside development, but its location ~~in regard~~relative to the landside roadway system~~,~~ makes ~~this property~~ it more suitable ~~to~~for commercial or industrial development.

Within each category, there are various Ground Lease rates based on the location of each parcel and the amount of utilities and site work needed at the site. The following parcel descriptions identify the various properties available for lease at GLS (**See Exhibit A: Parcel Maps of Leasable Space**):

- ***North Apron Hangar Development Area:*** This area consists of a combination of primary properties with and without concrete, as well as secondary properties without concrete.

  The primary property with concrete is ideally suited for developing box hangars and nested T-hangars. This parcel has existing concrete suitable for construction and is located a short distance from the approach end of Runway 18. However, utilities are not currently available on site.

  The secondary property without concrete is situated north of the North Apron. This parcel lacks an existing apron, taxiways, or utilities. However, a new taxiway extension will run west of this area and connect to the approach end of Runway 18, making this a good location for hangar development. The taxiway extension will be completed in 2025.

  The primary property without Concrete is also optimal for developing a large box hangar. This parcel has existing utilities and is located near the concrete apron and the approach end of Runway 18.
  ~~Parcel 1: This site is considered Primary Airside Property and is optimal for the development of nested T-hangars. This parcel has existing concrete on which to build and is located a short distance from the approach end of Runway 18. Utilities are not on site.~~

- ***South Apron Hangar Development Area:*** This area consists of primary properties without concrete and is optimal for nine 3,600 sq. ft. box hangars or multiple-size hangar units. The area has an existing concrete apron for the hangars and some of the highest elevations in the airport. Utilities include electricity, water, and sewer near each of the lots or nearby.

- ***South Ramp Hangar Development Area:*** This area comprises secondary property with and without concrete. Utilities are nearby but not at the lot line. It is located a short distance from the approach end of Runway 36.

~~Parcel 3: This site is considered Secondary Airside or commercial-industrial development Property and is optimal for facilities of approximately 20,000 to 30,000 square feet. Utilities are near, but construction of a taxi lane is required to connect this site to Taxiway B. The site is approximately 3.5 acres in size.~~

~~Parcel 4: This site has both Primary and Secondary Airside Property.~~

- ***Commercial Development Property:*** Five lots, totaling approximately 28.7 acres, on airport property are available for commercial development. Lease rates for these lots are based on the property's fair market value at the time it is leased.

~~The Primary Airside Property has existing concrete on which to build, utilities on site, and is located a short distance from the approach end of Runway 36. The hangar lots are suitable for small hangars less than 3,600 sq. ft. in size.~~

- ~~The Secondary Airside Property is approximately 27,000 square feet and is suitable for a large hangar or two or more small hangars. Utilities and concrete ramp area are located near this hangar site.~~

~~Parcel 5: This site is considered Primary Airside Property and is located adjacent to the main, concrete parking apron and the Airport Terminal. The site is raised, level, and serviced by all necessary utilities. This site is optimal for a large, open bay hangar of the type commonly utilized by fixed base operations, and other similar type of airside tenants for storage purposes.~~

~~Parcel 6: This site is considered Secondary Airside Property and is located north of the North Hangar Development Area and the approach end of Runway 18. A portion of this parcel has a section of a closed, concrete runway, but the bulk of the square footage contained within it is unimproved. This site is optimal for moderately-sized, storage hangars.~~

- ~~Parcel 7: This site is considered both Secondary Airside and Commercial-Industrial Property and is located between the approach ends of Runway 32 and Runway 36. It also falls between the Runway Protection Zones of both runways. The site is approximately 23.0 acres in size. Commercial development of this parcel is dependent upon the height and any potential vertical penetration of airport airspace surfaces.~~

~~Parcel 8: This parcel is the main aircraft parking apron at GLS and is considered Primary Airside Property. This apron can only be utilized with adjacent airside parcels of land to offer additional capacity for aircraft maneuvering to a potential tenant. The tenant would utilize the apron area on an exclusive basis, and would not be required to accommodate any type of activity on the apron that was not related to that individual tenant's operations. No development is allowed on Parcel 8.~~

~~Parcel 9: This parcel is considered Commercial-Industrial Property and is located on the east side of the airport north of Jones Drive, east of Skymaster Road and west of the canal that runs between Offatts Bayou and Lake Madeline. This site is approximately 3.93 acres in size.~~

All leases and lease rates shall be adjusted by two and one-half percent (2.5%) annually.

~~Ground Lease rates may be adjusted by the~~ The Galveston City Council may adjust Ground Lease rates based on the development's specific location, investment, and economic impact ~~of the development~~. The following are the published ground lease rates adopted by the Galveston City Council for the Scholes International Airport:

- ~~***Apron North of Taxiway D***~~***Primary Airside with concrete:*** _____ $0.~~27~~45 per sq. ft. per year ~~for Primary Airside with concrete~~
- ~~***Parcel 2Adjacent to Apron Areas***~~***Primary Airside without concrete:*** $0.~~25~~39 per sq. ft. per year ~~for Primary~~
- ~~***Parcel 3:South Ramp***~~***Secondary Airside with concrete:*** _____ $0.~~20~~33 per sq. ft. per year ~~For Secondary *or Commercial-Industrial*~~

~~**Parcel 4:South of Cessna Drive**~~***Secondary Airside without concrete:*** _____ $0.~~23~~27 per sq. ft. ~~per year for Primary~~

- ~~*$0.18 per sq. ft.*~~ per year ~~for Secondary~~

~~*Parcel 5: $0.23 per sq. ft. per year for Primary*~~

~~*Parcel 6: $0.16 per sq. ft. per year for Secondary*~~

~~*Parcel 7: $0.015 per sq. ft. per year for Commercial-Industrial*~~

- ***Non-Aviation:*** Lease rate ~~*for Secondary use will*~~to be ~~*negotiated*~~determined with a Fair Market Value Appraisal

~~Parcel 8: *$0.25 per sq. ft. per year for main aircraft parking apron*~~

~~Parcel 9: *$0.15 per sq. ft. per year for Commercial-Industrial*~~

VI. NATURAL DISASTERS

Should a natural disaster occur~~, which~~ that causes ~~major~~significant damage to tenant-owned facilities, the Lessee may request a lease extension~~s~~ or a new ~~lease~~lease ~~at existing lease rates may be requested by Lessee and shall be granted by Lessor~~ based on the percent of damage that has occurred to the facility.

New lease agreements shall be written using the City of Galveston's most current lease agreement, maintaining the same terms and escalation clauses as the previous lease agreement.

Due to the immediate need ~~of making~~to make and ~~repairing~~repair essential living and work-related repairs, tenants will have one hundred and eighty (180) days from the date of the damage to submit a redevelopment plan to the Airport for approval. Once approved, the repairs must be completed within one hundred eighty (180) days, or a ~~time line~~timeline mutually agreed to by both parties, for the lease extension to go into effect, providing a flexible approach to the process.

Lease extensions or new leases are granted ~~due to~~ based on 25% of the length of the original lease agreement and the percent damage following a natural disaster, and the lease term shall be granted using the following formula:

Percent of Damaged Received to ~~Hangar~~Facility	Length of Lease Extension*
~~≤ 25%~~	~~5 Year~~
26% to 50% Damage Received	~~10 Year~~
20-year lease	5 Years (25%)
30-year lease	7.5 Years (25%)
40-year lease	10-Year (25%)
51% or greater damage received	Subject to a new lease agreement

~~Lease extensions or new leases shall be written using the most current Lease Agreement being used by the City of Galveston.~~ For the formula above, a neutral party, agreeable to both, will assess the ~~damage to the hangar~~facility's damage, ensuring a fair and unbiased evaluation.

**** These would be the maximum possible extensions based on the length of the original lease agreement and the percent of~~on~~ damage to the facility. However, the maximum lease term, including the extension, shall not exceed ~~40~~50 years, in accordance with the State of Texas Transportation Code, Title 3 Aviation, Chapter 22 County and Municipal Airport.***

~~*VII. LEASES DATED BEFORE THE ADOPTION OF THIS POLICY*~~

~~Current lessees, that is to say, any person or entity holding a lease accompanied by a leasehold improvement, before the enactment of this Aviation Ground Lease Policy, is entitled to keep their current lease as written or opt to accept a new lease as outlined in this Policy, within 180 days from City Council adoption. Terms of all new lease agreements, defined as any lease entered into after the enactment of this Aviation Ground Lease Policy, will be based on this Policy, and as amended by City Council from time to time.~~

~~Lessees opting to keep their existing lease as written, including options and terms, will not receive any new lease extensions or new lease renewals, unless specifically granted in the existing lease. At the end of the original lease, the leasehold improvement will revert to the City per the Lease Agreement or the Lessee shall remove the leasehold improvement, per the Lease Agreement.~~

~~Lessees opting to accept a new lease within the 180 days of City Council adoption of this Policy, will have the right to lease extensions or new leases, per Section VI. Natural Disasters. At the end of this new lease, the hangar reverts to the Airport in accordance the new Lease Agreement. Lessee must sign an Reversion Clause Acknowledgement, stating they understand that the hangar will revert to the City at the end of the lease term. At the City's option, any and all improvements constructed on the leased premises may be removed and the premises restored to pre-lease condition at the sole cost and expense of the lessee.~~

~~New Ground Lease Terms shall be as outlined under Section IV. Lease Terms of this Policy.~~

~~Ground Lease Rate shall be at the current lease rate or the current lease rate as adopted by City Council, whichever is higher.~~

~~*VIII. TRANSFER FEE*~~

1. ~~A Transfer Fee shall be paid to the Airport for all lease assignments from one party to another. When a lease transfer is requested and granted, the Transfer Fee shall be calculated based on the Fair Market Value of the facility as determined by designated appraisers and the lease term of the lease as outlined below.~~

~~Lease Terms~~	~~Transfer Fee~~
~~20 Year Lease~~	~~10%~~
~~30 Year Lease~~	~~15%~~
~~40 Year Lease~~	~~20%~~

2. ~~Fair market value shall be determined by appraisers licensed by the State of Texas, one selected by the Lessor and one selected by the Lessee. If their independent appraisals are within eight (8%) percent of each other, the average of the two appraisals will be considered Fair Market Value. If not within eight (8%) percent, and the value cannot be resolved between the Lessor and Lessee, the two appraisers will select a third appraiser licensed by the State of Texas to perform an independent appraisal. Then the highest and lowest of the three appraisals will be rejected and the mid-value appraisal will be considered as the Fair Market Value. It is agreed that the Lessor and Lessee will share the cost of these appraisals equally.~~

3. ~~No transfer fee shall be charged for the granting of a lease transfer between Lessee and his/her heirs, or between Lessee's Estate and his/her heirs, devisees, or descendants, if such lease transfer is the result of a legally valid document. For purposes of this subsection, heirs, devisees, and/or descendants must be related to the Lessee within the third degree of consanguinity.~~

VII. FIRST RIGHT OF REFUSAL

In the event Lessee offers the leasehold property for sale, the City shall have the right (but not the obligation) to purchase the leasehold property under the following terms and conditions:

1. Once Lessee has established an asking or listing price for the leasehold property, Lessee shall first notify City in writing of Lessee's intent to sell and shall then offer the leasehold property for sale to City at this price. ~~City~~The city shall have ten (10) days from receipt of such notice to consider this offer, and if the City accepts, the City shall have 45 days to close. Consideration may be cash or third-party financing or, if agreed between City and Lessee, by assumption, wraparound, or owner finance.

2. If the City ~~shall decline~~declines or ~~fail~~fails to purchase the leasehold property at the listing or asking price, the Lessee shall be free to offer the leasehold property for sale to others. However, ~~if~~suppose a bona fide offer is received from a third-party prospective buyer~~, then~~. In that case, Lessee shall again notify City in writing and offer the leasehold property to City at the price and upon the same or better terms as named by the prospective buyer. ~~City~~The city shall have ten (10) days from receipt of such notice to consider this offer, and if the City accepts, the City shall have 45 days to close. ~~City~~The city may shorten or eliminate any applicable time periods in this paragraph by waiving or declining in writing to exercise the City's right of first refusal.

VIII. BACKGROUND AND SUPPORT DOCUMENTATION

Lease Term

The Galveston City Council adopted this Policy on September 28, 2017, ~~in which~~**and adopted Revision 1 of the Policy on Insert Date Here**. The updated lease rates are based on a survey of similar types of airports offering similar services and amenities from the ~~*Scholes International Airport Property Appraisal Report* prepared by Airport & Aviation Appraisals, Inc., dated September 2015.~~ Houston and Dallas Fort Worth areas. The current lease terms and rate determination methods ~~have been~~were adopted through a public vote of the Galveston City Council and are herein incorporated.

IX. OPTIMIZING REVENUE

The City of Galveston seeks to optimize ~~both~~ operational and lease incomes for the Airport. The Fair Market Value Rate is the rate a tenant is willing to pay and a Lessor is willing to accept in an ~~arm's~~arms-length transaction for the lease of a specific Airport site or property based on a combination of property availability, competitive market considerations, rates for similar properties, property condition and fee simple value of the property. The Galveston City Council reserves the right to revise the terms and rates stated in this Policy~~,~~ as deemed necessary.

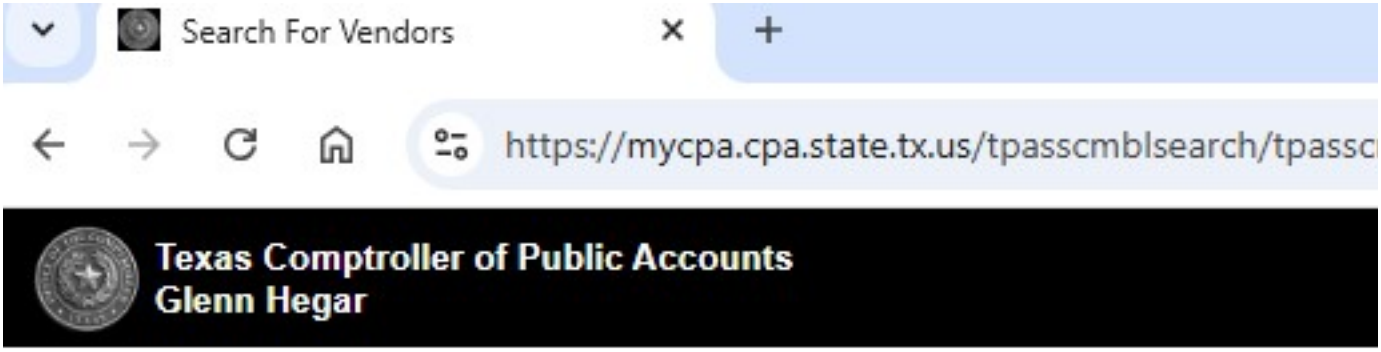
This ~~Policy~~policy will allow ~~full development of~~ the airport ~~with a myriad of~~to be fully developed for many uses while protecting the best locations for the highest ~~-~~use developments.

~~*IX.*~~*X. MAINTENANCE: GOOD CONDITION & REPAIR*

Tenants ~~are required to~~must maintain property and facilities in good condition and repair, except for normal wear and tear ~~excepted.~~. This is not a one-time task but an ongoing obligation. Particular attention is focused on ~~major~~significant cost issues such as foundations, structural components of buildings, roofs, wall systems, hangar doors, electrical systems, etc. Sheet metal roofs and walls must be maintained free from leaks and significant damage~~,~~ and must be painted, as necessary, to prevent and retard rusting~~,~~ and ~~to~~ enhance appearance. Painting, carpeting, and other similar items are typical ~~of~~ maintenance and lease expenses expected of/by new tenants. ~~Good maintenance is an annual, on-going obligation.~~ Any level of clutter, junky or unkempt appearance will not be tolerated.

Annual Inspections of all ~~hangar~~ facilities are required to ensure:

a. Compliance with the terms of the Lease Agreement.
b. ~~Hangar~~Facility structural deficiencies ~~are~~have been identified and are being corrected.
c. Routine maintenance of ~~hangar~~facilitiess ~~s~~ is being completed.
d. Failure to maintain the facility will result in lease extensions being denied, underscoring the importance of timely maintenance.



Search For Vendors

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List
- Vendor Performance Report Search

Sorry, No vendors fo
Search Condition : Searc

Centralized Master Bi

The **CMBL** is a master d
vendors wishing to furnis
§2155.263 and §2161.06

The CMBL/HUB Director
within the "Multiple Vend

For detailed explanations
be used to create lists of

SEARCH FOR

◉ CMBL Only

Expand All

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-585782-45666.683AL

Issued: 01/09/2025

Quote Expiration: 01/29/2025

Estimated Contract Start Date: 03/01/2025

Account Number: 565147

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
3002 Ball St. Galveston, TX 77550 3002 BALL GALVESTON, TX 77550-2179 USA	Galveston City Marshal's Office - TX PO Box 779 Galveston TX 77553-0779 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Avery Lawrence Phone: Email: avlawrence@axon.com Fax:	Butch Stroud Phone: (409)392-8653 Email: cstroud@galvestontx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$14,394.09
ESTIMATED TOTAL W/ TAX	$14,394.09

Discount Summary

Average Savings Per Year	$245.00
TOTAL SAVINGS	$1,225.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	$2,878.81	$0.00	$2,878.81
Feb 2026	$2,878.82	$0.00	$2,878.82
Feb 2027	$2,878.82	$0.00	$2,878.82
Feb 2028	$2,878.82	$0.00	$2,878.82
Feb 2029	$2,878.82	$0.00	$2,878.82
Total	**$14,394.09**	**$0.00**	**$14,394.09**

Quote Unbundled Price:	**$15,619.09**
Quote List Price:	**$15,619.09**
Quote Subtotal:	**$14,394.09**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	7			$5.00	$5.00	$35.00	$0.00	$35.00
11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	8			$103.50	$103.50	$828.00	$0.00	$828.00
22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	30			$44.60	$44.60	$1,338.00	$0.00	$1,338.00
11003	AXON TASER X26P - HANDLE - YELLOW	7			$1,445.00	$1,445.00	$10,115.00	$0.00	$10,115.00
A la Carte Warranties									
80398	AXON TASER X26P - EXT WARRANTY - HANDLE	7	49		$9.63	$6.06	$2,078.09	$0.00	$2,078.09
Total							**$14,394.09**	**$0.00**	**$14,394.09**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	11003	AXON TASER X26P - HANDLE - YELLOW	7	1	02/01/2025
A la Carte	11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	8	1	02/01/2025
A la Carte	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	7	1	02/01/2025
A la Carte	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	30	1	02/01/2025

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80398	AXON TASER X26P - EXT WARRANTY - HANDLE	7	02/01/2026	02/28/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3002 BALL	GALVESTON	TX	77550-2179	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11003	AXON TASER X26P - HANDLE - YELLOW	7	$2,022.99	$0.00	$2,022.99
Year 1	11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	8	$165.60	$0.00	$165.60
Year 1	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	7	$7.00	$0.00	$7.00
Year 1	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	30	$267.60	$0.00	$267.60
Year 1	80398	AXON TASER X26P - EXT WARRANTY - HANDLE	7	$415.62	$0.00	$415.62
Total				**$2,878.81**	**$0.00**	**$2,878.81**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11003	AXON TASER X26P - HANDLE - YELLOW	7	$2,023.00	$0.00	$2,023.00
Year 2	11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	8	$165.60	$0.00	$165.60
Year 2	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	7	$7.00	$0.00	$7.00
Year 2	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	30	$267.60	$0.00	$267.60
Year 2	80398	AXON TASER X26P - EXT WARRANTY - HANDLE	7	$415.62	$0.00	$415.62
Total				**$2,878.82**	**$0.00**	**$2,878.82**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11003	AXON TASER X26P - HANDLE - YELLOW	7	$2,023.00	$0.00	$2,023.00
Year 3	11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	8	$165.60	$0.00	$165.60
Year 3	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	7	$7.00	$0.00	$7.00
Year 3	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	30	$267.60	$0.00	$267.60
Year 3	80398	AXON TASER X26P - EXT WARRANTY - HANDLE	7	$415.62	$0.00	$415.62
Total				**$2,878.82**	**$0.00**	**$2,878.82**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11003	AXON TASER X26P - HANDLE - YELLOW	7	$2,023.00	$0.00	$2,023.00
Year 4	11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	8	$165.60	$0.00	$165.60
Year 4	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	7	$7.00	$0.00	$7.00
Year 4	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	30	$267.60	$0.00	$267.60
Year 4	80398	AXON TASER X26P - EXT WARRANTY - HANDLE	7	$415.62	$0.00	$415.62
Total				**$2,878.82**	**$0.00**	**$2,878.82**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11003	AXON TASER X26P - HANDLE - YELLOW	7	$2,023.00	$0.00	$2,023.00
Year 5	11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	8	$165.60	$0.00	$165.60

Feb 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	7	$7.00	$0.00	$7.00
Year 5	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	30	$267.60	$0.00	$267.60
Year 5	80398	AXON TASER X26P - EXT WARRANTY - HANDLE	7	$415.62	$0.00	$415.62
Total				**$2,878.82**	**$0.00**	**$2,878.82**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 698-23 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/9/2025

City Marshal's Office

CITY OF GALVESTON
823 Rosenberg | Galveston, TX 77550-0779
www.galvestontx.gov | 409-797-3660

January 9, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Nick Yeley, Interim City Marshal

RE: Consider for the approval a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years, at the cost of $14,394.09 over the five-year period. This contract is for Axon Enterprise, Inc, for 7 (seven) XP26 Tasers, which will give the deputies a non-lethal option when required while using the Use of Force continuum and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source will be from the Marshals Office approved budget funding source is Minor Equipment 0100-261000-522056-423800. This contract will utilize BuyBoard Proposal No. 698-23 (CEW only).

I. Background

A. The Marshals Office currently does not have a non-lethal weapon option if needed for the Deputy Marshals.
B. The Deputy Marshals need an optional non-lethal weapon for the non-compliant subjects that may be encountered.

Period	Quote	Total
Year One	2878.81	2878.81
Year Two	2878.82	5757.64
Year Three	2878.82	8636.46
Year Four	2878.82	11,515.28
Year Five	2878.82	14,394.09

II. Current Situation

Concur in Alternative A and approve a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years, at the cost of $14,394.09 over the five-year period. This contract is for Axon Enterprise, Inc, for 7 (seven) XP26 Tasers, which will give the deputies a non-lethal option when required while using the Use of Force continuum and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source will be from the Marshals Office approved budget funding source is Minor Equipment 0100-261000-522056-423800. This contract will utilize BuyBoard Proposal No. 698-23 (CEW only).

III. Alternatives in order of priority

A. Approve the contract to Axon Enterprises, Inc.

1. Cost – The total cost not to exceed $14,394.09.

2. Timing – This purchase is necessary immediately to provide a non-lethal weapon for the Deputy Marshals.

3. Departmental Improvements – This purchase will provide the Deputy Marshals with an optional non-lethal weapon to utilize if necessary.

B. Do not approve the contract to Axon Enterprise, Inc.

1. Cost – No cost

2. Timing – N/A

3. Departmental Improvements – None

IV. Recommendation

Concur in Alternative A and approve a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years, at the cost of $14,394.09 over the five-year period. This contract is for Axon Enterprise, Inc, for 7 (seven) XP26 Tasers, which will give the deputies a non-lethal option when required while using the Use of Force continuum and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source will be from the Marshals Office approved budget funding source is Minor Equipment 0100-261000-522056-423800. This contract will utilize BuyBoard Proposal No. 698-23 (CEW only).

CITY OF GALVESTON
823 Rosenberg | Galveston, TX 77550-0779
www.galvestontx.gov | 409-797-3660

V. Fiscal Impact Report

Requested by:	Nick Yeley Interim City Marshal
Funding Source:	0100-261000-522056-423800 Minor Equipment
Cost of Implementation:	$14,394.09
Additional Information:	This contract will utilize BuyBoard Proposal No. 698-23 (CEW only)

Respectfully Submitted,

Nick Yeley, Interim City Marshal

Mitchell Adding Machine Company Inc., DBA
Mitchell Time and Parking
1019 S. Heatherwilde Blvd., Suite 230
Pflugerville, TX 78660
"Serving the Austin and Central Texas Area Since 1945"

Proposal Valid for 90 Days

Email: CStroud@galvestontx.gov
Attn: Butch Stroud
Project: City of Galveston Flowbird Meters (17)
Omnia - Contract # 158971

Submitted By: Ryan Monahan
Phone: 512-371-7773
Date: December 5, 2024

QTY	Model	Equipment	Unit Price	Total
17	Strada S5 EVO 3 BNA	**Strada S5 EVO 3 BNA** EVO 3 Housing - ADA Compliant 9.7" Color Touch Display Color: Titanium Gray Power: Solar Payment Methods: Credit/Debit Card, Coin, Bills Configuration: Pay by Plate, Pay by Space, or Pay & Display	$ 8,375.00	$ 142,375.00
17		EMV & Contactless (NFC Payments)	$ 525.00	$ 8,925.00
17		Bill Cassette (Spare)	$ 282.00	$ 4,794.00
17		Coin Box (Spare)	$ 252.00	$ 4,284.00
1	Installation	Installation of equipment listed in this proposal	$ 12,600.00	$ 12,600.00
			Freight:	$ 5,100.00
			Subtotal:	$ 178,078.00
			Tax:	Exempt
			Grand Total:	**$ 178,078.00**

Monthly Fees

17		**WebOffice Professional Edition** Includes: Pay by Plate or Pay by Space; Maintenance alarms alerts to cell phone; Reporting (standard); Credit Card Gateway; Cellular Communication Fees; 24/7 Support	$ 65.00	$ 1,105.00
17		EMV & Contactless Payments	$ 12.00	$ 204.00
			Monthly Total:	$ 1,309.00

Other Comments

Parkeon Parkfolio Back Office Software is $65.00 per meter per month for standard service. This service includes W-way wireless connectivity between meter and hosted software management system. Wireless airtime fees, online access to hosted server. All transactions, maintenance, alarms and statistics are processed and stored. PCI Certified real time credit card authorization and management. Valadation Codes are $12 / Meter / Month
EMV chip card payments $12 / Meter / Month

Deposit Payment Terms:

*Mitchell Time and Parking requires 50% payment at the time of signing to ensure timely delivery of project.

*Mitchell Time and Parking reserves the right to charge a cancellation fee of 20% of the total contract to be paid immediately at the time of cancellation.

Mitchell Time and Parking Invoicing Terms:

*Net 10 days, finance charges of 1.5% per month after the first month, and each month thereafter.

The Following are Excluded from this Proposal:

*Overtime Hours

Additional Charges May Apply for After Business Hours (8am-4:30pm) Projects

Authorized Signature _____ Date _____

Warranty - One Year Parts and Labor Guaranteed

Gary J. Hobbs
President

Alternate # 1 | Optional Features				
QTY	**Model**	**Equipment**	**Unit Price**	**Total**
		Text Message Receipts Based on usage and invoiced monthly to City	$ 0.05	$ -
		Extend by Text Based on usage and invoiced monthly to City. City can pass on the service fee to the end user.	$ 0.35	$ -
		Pay by Text Payment via Text; Expiration Reminder; Time Extension; Integration with FWO for rates and reporting; Convenience fee paid for by the parker or city	$ 0.35	$ -
			Freight:	
			Subtotal:	$ -
			Tax:	Exempt
			Total:	$ -

Authorized Signature

Date

Alt # 1

Alternate # 2 | PartSmart Extended Warranty				
QTY	**Model**	**Equipment**	**Unit Price**	**Total**
17	Year 2	**Year 2 Extended Warranty** Includes PartSmart - Bill / Coin / Card	$ 2,077.00	$ 35,309.00
17	Year 3	**Year 3 Extended Warranty** Includes PartSmart - Bill / Coin / Card	$ 2,077.00	$ 35,309.00
17	Year 4	**Year 4 Extended Warranty** Includes PartSmart - Bill / Coin / Card	$ 2,077.00	$ 35,309.00
17	Year 5	**Year 5 Extended Warranty** Includes PartSmart - Bill / Coin / Card	$ 2,077.00	$ 35,309.00
			Freight:	
			Subtotal:	$ 141,236.00
			Tax:	Exempt
			Total:	$ 141,236.00

Authorized Signature

Date

Alt # 2

Region 14 Education Service Center (ESC)

Contract # 158971

for

Parking Meters, Software, Systems and Related Products and Services

with

Flowbird America Inc.

Effective: November 15, 2024

The following documents comprise the executed contract between the Region 14 Education Service Center and Flowbird America Inc., effective November 15, 2024:

I. Master Agreement, Signature Form and Award Letter
II. Pricing
III. Supplier's Response to the RFP
IV. Request for Proposal 24-S835, as modified
V. Generic Services Agreement
VI. Generic Sales Agreement

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Flowbird America Inc.
Company Name

40 Twosome Drive
Address

Moorestown | NJ | 08057
City | State | Zip

856-234-8000
Telephone Number

N/A
Fax Number

ronald.kroes@flowbird.group
Email Address

Ronald Kroes
Printed Name

CFO
Position

7/18/2024
Authorized Signature

Our offer to contract is conditional on the negotiation of a mutually acceptable final agreement that addresses the Deviations and Exceptions described in Section 3.1.4 of our proposal.

Version April 10, 2024

This document may not be disclosed to third parties without authorization.

Docusign Envelope ID: 4F9A9DA2-52FE-47ED-BBC5-5B3F96D23D2B

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

November 8, 2024

Ronald Kroes
CFO
Flowbird America Inc.
40 Twosome Drive
Moorestown, NJ 08057
Sent via email to: ronald.kroes@flowbird.group

Re: Award of Contract #158971, Parking Meters, Software, Systems and Related Products and Services

Dear Mr. Kroes:

Region 14 Education Service Center is happy to announce that Flowbird America Inc. has been awarded Contract #158971 based on the proposal submitted to Region 14 ESC in response to RFP #24-S835 Parking Meters, Software, Systems and Related Products and Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Flowbird America Inc.'s response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective November 15, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

Single/Dual Space Meter Pricing

Option #1 - MAX Meter Single Space

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: MAX Meter Single Space **Includes:** Single Space Configuration 2.95" x 1.65" Monochrome Display Touch keypad technology Coin, Credit card acceptance Solar Power Cellular communications 1 Year Hardware Warranty Included Shipping	**$575**	**10.0%**	**$518**	

Option #2 - MAX Meter Dual Space

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: MAX Meter Single Space **Includes:** Dual Space Configuration 2.95" x 1.65" Monochrome Display	**$825**	**10.0%**	**$743**	

Touch keypad technology
Coin, Credit card acceptance
Solar Power
Cellular communications
1 Year Hardware Warranty Included
Shipping

Option #3 - MPC MAX Quad Space - Monthly Subscription Service

	List price per unit per month	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: MPC MAX Meter Quad Space **Includes:** Quad Space Configuration - P&D 2 X 20 Characters Display (Black &White) Coin, Credit card acceptance Solar Power Cellular communications (4G - LTE) 1 Year Hardware Warranty Included Installation to prepared ground Shipping	**$185**	**10.0%**	**$167**	Subscription service for meter hardware, minimum subscription 18 month
Buyout option - 12 Month	**$4,800**	**10.0%**	**$4,320**	
Buyout option - 24 Month	**$4,500**	**10.0%**	**$4,050**	
Buyout option - 36 Month	**$4,200**	**10.0%**	**$3,780**	

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

CWT Multi-Space Meter Pricing

Option #1 - CWT Touch BNA

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: CWT Touch BNA	**$11,800**	**24.5%**	**$8,900**	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
9.7" color touch screen				
Coin, Bill, and Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Coin Canister Per Machine				
1 Bill Canister Per Machine				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				Extended Warranty is $480/meter/year
Shipping				

Option #2 - CWT Color BNA

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: CWT Color BNA	**$10,811**	**20.0%**	**$8,650**	
Includes:				

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)
7" Full Color Display
48 key piezo key pad
Coin, Bill, and Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Coin Canister Per Machine
1 Bill Canister Per Machine
1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is $480/meter/year

Option #3 - CWT Monochrome BNA

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: CWT Monochrome BNA	**$10,450**	**20.0%**	**$8,350**	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
6.5" Monochrome Display				
48 key piezo key pad				
Coin, Bill, and Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Coin Canister Per Machine				
1 Bill Canister Per Machine				
1 Ticket roll per machine				

1 Year Hardware Warranty Included

Shipping

Extended Warranty is $480/meter/year

Option #4 - CWT Touch coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: CWT Touch coin/card acceptance	**$10,000**	**20.0%**	**$7,975**	

Includes:
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)
9.7" color touch screen
Coin, Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Coin Canister Per Machine
1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is $420/meter/year

Option #5 - CWT Color coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note

METER MODEL: CWT Color coin/card acceptance	**$9,026**	**15.3%**	**$7,645**	

Includes:
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)
7" Full Color Display
48 key piezo key pad
Coin, Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Coin Canister Per Machine
1 Ticket roll per machine

1 Year Hardware Warranty Included

Extended Warranty is $420/meter/year

Shipping

Option #6 - CWT Monochrome coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: CWT Monochrome coin/card acceptance	**$7,351**	**13.2%**	**$6,380**	

Includes:
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)
6.5" Monochrome Display
48 key piezo key pad
Coin, Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Coin Canister Per Machine

1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is $420/meter/year

Option #7 - CWT Touch card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: CWT Touch screen (card only)	**$8,355**	**16.4%**	**$6,985**	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
9.7" color touch screen				
Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				Extended Warranty is $420/meter/year
Shipping				

Option #8 - CWT Color card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note

METER MODEL: CWT Color screen (card only) **Includes:** Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) 7" Full Color Display 48 key piezo key pad Credit Card Acceptance Solar Power or AC Mains 4G Wireless Communications 1 Ticket roll per machine 1 Year Hardware Warranty Included Shipping	**$7,500**	**16.4%**	**$6,270**	Extended Warranty is $420/meter/year

Option #9 - CWT Monochrome card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: CWT Monochrome screen (card only) **Includes:** Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) 6.5" Monochrome Display 48 key piezo key pad Credit Card Acceptance Solar Power or AC Mains 4G Wireless Communications 1 Ticket roll per machine 1 Year Hardware Warranty Included	**$6,908**	**16.4%**	**$5,775**	Extended Warranty is $420/meter/year

Shipping

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Strada Multi-Space Meter Pricing

Option #1 - Strada BNA touch display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada Touch BNA (touch display)	**$14,916**	**40.0%**	**$8,900**	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
9.7" Full Color Touch Display				
Coin, Bill, and Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Coin Canister Per Machine				
1 Bill Canister Per Machine				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				Extended Warranty is $480/meter/year
Shipping				

Option #2 - Strada BNA color display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada BNA (color display) **Includes:** Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) 7" Full Color Display Customizable Capacitive Keyboard Coin, Bill, and Credit Card Acceptance Solar Power or AC Mains 4G Wireless Communications 1 Coin Canister Per Machine 1 Bill Canister Per Machine 1 Ticket roll per machine 1 Year Hardware Warranty Included Shipping	**$14,716**	**41.1%**	**$8,650**	Extended Warranty is $480/meter/year

Option #3 - Strada BNA monochrome display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada BNA (monochrome display) **Includes:** Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)	**$13,116**	**36.3%**	**$8,350**	

Monochrome Display
Customizable Capacitive Keyboard
Coin, Bill, and Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Coin Canister Per Machine
1 Bill Canister Per Machine
1 Ticket roll per machine
1 Year Hardware Warranty Included

Extended Warranty is $480/meter/year

Shipping

Option #4 - Strada coin/card touch display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada (touch display, coin/card only)	**$11,900**	**36.0%**	**$7,975**	

Includes:
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

9.7" Full Color Touch Display
Coin and Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Coin Canister Per Machine
1 Ticket roll per machine
1 Year Hardware Warranty Included

Extended Warranty is $420/meter/year

Shipping

Option #5 - Strada coin/card color display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada (color display, coin/card only)	**$11,600**	**34.0%**	**$7,645**	
Includes: Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) 7" Full Color Display Customizable Capacitive Keyboard Coin and Credit Card Acceptance Solar Power or AC Mains 4G Wireless Communications 1 Coin Canister Per Machine 1 Ticket roll per machine 1 Year Hardware Warranty Included Shipping				Extended Warranty is $420/meter/year

Option #6 - Strada coin/card monochrome display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada (monochrome display, coin/card only)	**$10,600**	**39.8%**	**$6,380**	

Includes:
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

Monochrome Display
Customizable Capacitive Keyboard
Coin and Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Coin Canister Per Machine
1 Ticket roll per machine
1 Year Hardware Warranty Included

Extended Warranty is $420/meter/year

Shipping

Option #7 - Strada card only touch display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada (touch display, card only)	**$11,070**	**43.3%**	**$6,270**	

Includes:
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

9.7" Full Color Touch Display
Credit Card Acceptance
Solar Power or AC Mains

4G Wireless Communications
1 Ticket roll per machine
1 Year Hardware Warranty Included

Extended Warranty is $420/meter/year

Shipping

Option #8 - Strada card only color display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada (color display, card only)	**$11,070**	**43.3%**	**$6,270**	

Includes:
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

7" Full Color Display
Customizable Capacitive Keyboard
Credit Card Acceptance
Solar Power or AC Mains
4G Wireless Communications
1 Ticket roll per machine
1 Year Hardware Warranty Included

Extended Warranty is $420/meter/year

Shipping

Option #9 - Strada card only monochrome display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Strada (monochrome screen, card only)	**$9,471**	**39.0%**	**$5,775**	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
Monochrome Display				
Customizable Capacitive Keyboard				
Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				Extended Warranty is $420/meter/year
Shipping				

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EV Parking Meter Pricing

Option #1 - Wallbox One port charger

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
Pulsar Plus 48A240V (Level 2) **Includes** Adjustable power up to 48Amp (11.5kW) Wi-Fi connectivity Works with all EVs Power Sharing-enabled Open Charge Point Protocol (OCPP) capable Energy Star Certified One Year Parts Warranty	$699	10%	$629	Installation to be quoted based on scope of work. Electrical Infracture must be upgraded or can hangle the electrical load of the meter. Optional pedestal for installation bellow
Wallbox Eiffel Single or Dual Pedestal Mount **Includes** Supports Wallbox Pulsar and Commander product line Dimensions: Height 55" - Width 7.9" - Depth 7.9" Aluminum body with stainless steel base Black finish Rain cover for outdoor applications	$499	10%	$449	

Option #2 - ChargeTronix multi port charger

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
JUP160J-PMP Level 2 7.2 Dual AC Charger Pedestal Moun **Includes:**	**$3,600**	**10.0%**	**$3,273**	Installation to be quoted based on scope of work.

UP Series Pedestal Mount 30Amps Dual Port 208-240VAC Charging Station w/ two J1772 Connectors > Can power two EVs at up to 7.2kw each Includes Modem, Wifi, Ethernet Port, RFID Reader. 2 Year Parts Only Warranty. OCPP 1.6J Compliant Labor Warranty Not Included				Electrical Infracture must be upgraded or can hangle the electrical load of the meter.
Shipping	$288.00	10%	$261.82	Standard Ground Shipping
UP80J-PMP Level 2 7.2 Single AC Charger Pedestal Mount *Pedestal Mount* *UP Series Pedestal Mount 30Amps Single Port 208-240VAC Charging Station w/ one J1772 Connector* *> Can power one EV at up to 7.2kw* *Includes Modem, Wifi, Ethernet Port, RFID Reader. 2 Year Parts Only Warranty. OCPP 1.6J Compliant* Labor Warranty Not Included Extended Warranty is $780/meter/year	**$2,500**	**10%**	**$2,250**	Installation to be quoted based on scope of work. Electrical Infracture must be upgraded or can hangle the electrical load of the meter.
Shipping	**$200**	**10%**	**$190**	Standard Ground Shipping

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Strada and CWT Upgrade Pricing

FLOWBIRD Urban Intelligence

Option #1 - Color screen upgrade for coin/card multi-space meters				
	List price per unit	**Percent Discount to OMNIA participating entities**	**Price per unit to OMNIA paticipating entities**	**Note**
Color Screen Upgrade for coin/card MSMs **Includes:** New front door (if necessary) 7" full color display screen Custom Software New solar panel (Parkeon Strada only)	**$2,150**	**5%**	**$2,043**	**See Installation Services tab for price of installation**

Option #2 - Color screen upgrade for bill accepting multi-space meters				
	List price per unit	**Percent Discount to OMNIA participating entities**	**Price per unit to OMNIA paticipating entities**	**Note**
Color Screen Upgrade for bill accepting MSMs **Includes:** New front door (if necessary) 7" full color display screen Custom Software New solar panel (if necessary)	**$2,750**	**5%**	**$2,613**	**See Installation Services tab for price of installation**

Option #3 - Touch screen upgrade for CWT or Strada coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
Touch Screen Upgrade for Cale CWT coin/card	**$3,450**	**5%**	**$3,278**	**See Installation Services tab for price of installation**

Includes:
New front door
9" Touch Display Screen
Custom Software
New solar panel (if necessary)

Option #4 - Touch screen upgrade for CWT or Strada Evol 2 bill accepting multi-space meter

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
Touch Screen Upgrade for Cale CWT bill accepting MSMs	**$3,450**	**5%**	**$3,278**	**See Installation Services tab for price of installation**

Includes:
New front door
9" Touch Display Screen
Custom Software
New solar panel (if necessary)

Option #4 - Refurbished cabinet for CWT or Strada Meter

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
Refurbished Cabinet	**$1,650**	**5%**	**$1,568**	**See Installation Services tab for price of installation**

Includes:
Cabinet that have previously been used but that has been through Flowbird refurbish process.
New solar panel (if necessary)

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FlowbirdGO Gateless and Gated Parking Facility Solution

FlowbirdGO Gateless and Gated Parking Facility Equipment				
	List price per unit	**Percent Discount to OMNIA participating entities**	**Price per unit to OMNIA paticipating entities**	**Note**
Entry lane device	**$14,500**	**10%**	**$13,050**	Installation to be quoted based on scope of work. The FlowbirdGo solution can utilize existing barrier gates, loops, and intercom system, however, we can quote new equipment upon request.
Includes: Custom Software 9.7" full color touch display Thermal printer QR code reader AC powered 4G wireless or Ethernet communications 1 Ticket roll per machine 1 Year Hardware Warranty Included Shipping				Extended Warranty is $780/meter/year

Exit lane device	**$14,500**	**10%**	**$13,050**	Installation to be quoted based on scope of work. The FlowbirdGo solution can utilize existing barrier gates, loops, and intercom system, however, we can quote new equipment upon request.
Includes: Custom Software 9.7" full color display Credit card acceptance Thermal printer QR code reader AC powered 4G wireless or Ethernet communications 1 Ticket roll per machine 1 Year Hardware Warranty Included Shipping				Extended Warranty is $780/meter/year
Pay on Foot Pay Station	**$12,000**	**10.0%**	**$10,800**	Installation to be quoted based on scope of work
Includes: Custom Software 9.7" color touch screen Coin, Bill, and Credit Card Acceptance Solar Power or AC Mains 4G Wireless or Ethernet Communications 1 Coin Canister Per Machine 1 Bill Canister Per Machine 1 Ticket roll per machine 1 Year Hardware Warranty Included Shipping				Extended Warranty is $780/meter/year

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Mobile Parking Payment System

Mobile Parking Payment System	Cost to the Client	Percent Discount to OMNIA participating entities	Note
Flowbird mobile parking payment application **Includes:** iOS and Android applications, mobile web, and web payments Marketing campaign - stickers, social media Full reporting and enforcement integration with Flowbird back-office system	**$0**	**0%**	A $0.35 fee will be added to each parking transaction as a convenience fee so there will be no additional costs to the Client. The Client will be responsible for the merchant bank processing fee. Please contact for quote if interested in the Flowbird parking reservations platform.
Optional white label	**$10,000**	**0%**	per year to cover creation and maintenance of the white label App

Pay by Text Parking Payment System	Cost to the Client	Percent Discount to OMNIA participating entities	Note

Pay by Text parking payment application	**$0**	**0%**	A $0.35 fee will be added to each parking transaction as a convenience fee so there will be no additional costs to the Client. The Client will be responsible for the merchant bank processing fee.

Includes:
Marketing campaign - stickers, social media
Full reporting and enforcement integration with Flowbird back-office system

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Flowbird Permit

Flowbird Digital Permit Solution

	One time setup fee	Percent Discount to OMNIA participating entities	One time setup fee to OMNIA paticipating entities	Note
Setup of Flowbird Permit Solution	**$8,000**	**25%**	**$6,000**	

	One time setup fee	Percent Discount to OMNIA participating entities	One time setup fee to OMNIA paticipating entities	Note
Monthly Hosting Fee	**$1,500**	**25%**	**$1,125**	

	List price per permit	Percent Discount to OMNIA participating entities	List price per permit to OMNIA paticipating entities	Note
Flowbird Permit	**$3**	**0%**	**$3**	**The Client will be responsible for the merchant bank processing fee.**

Includes:
Secure hosting by Flowbird
Web based interface for reporting and management
Online access for permit holders
Optional online permit payments

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Back-Office Pricing - Multi-Space and Single Space Meters

Flowbird Back-Office System	Price (per meter per month)	Percent Discount to OMNIA participating entities	Note
Multi-Space meter monthly fee per meter	**$45**	**0%**	This is a per meter per month fee. Assumes Pay & Display configuration. Pay by Plate or Pay by Space is $57 per meter per month
Single space meter monthly fee per meter	**$8**	**0%**	
Dual space meter monthly fee per meter	**$14**	**0%**	
Quad space meter monthly fee per meter	**$49**	**0%**	
Includes:			
Financial and Maintenance Reports			
Maintenance and Collections Alarms			
Meter Mapping via Google Maps			
Wireless Communication Fees			
Credit Card Gateway Fees			
Rate Editor/Download Module			
Optional Services			
Validation Codes System	**$12**		
City News for multi-space meters	**$3**		

EV-Charging

Support Services per year		Percent Discount to OMNIA participating entities		Note
Flowbird Hub Central System Services software subscription	$16,985	15%		includes 5 Tableau Reporting application subscriptions
Flowbird Hub Data Warehouse Subscription	$4,217	15%		

Back-Office Fees For Entry/Exit Devices	Monthly list price per lane	Percent Discount to OMNIA participating entities	Monthly price per lane to OMNIA paticipating entities	Note
Per Charging Port	$25	10.00%	$23	
Per Charging Session by App, text or QR-code	$0.35	10	$0.32	Fee is charge to the end-user. **The Client will be responsible for the merchant bank processing fee.**

FlowbirdGO Gateless and Gated Parking

Back-Office Fees For Entry/Exit Devices	Monthly list price per lane	Percent Discount to OMNIA participating entities	Monthly price per lane to OMNIA paticipating entities	Note
Per Lane Monthly Fee	$125	0.0%	$125	

Back-Office Fees For Pay On Foot Machines	Monthly list price per lane	Percent Discount to OMNIA participating entities	Monthly price per lane to OMNIA paticipating entities	Note
Per Pay On Foot Fee	$75	0.0%	$75	

Back-Office Includes:
Cloud hosting
Management of user rights
Web based reporting
Email/text messages for maintenance alarms
Credit card gateway to client's preferred credit card processor
Parking validations solution

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Meter and Kiosk Services

Multi-Space Meter Installation Services	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
Qty 1 to 5	$1,850	59.5%	$750	If Flowbird is to perform site preparation, please add $125 per site. If a site requires a concrete pad, please add $600 per site Based on a basic new concrete pad pour, without any sawcutting, demolition or cosmetic modifications to the site.
Qty 6 to 49	$1,100	40.9%	$650	
Qty 50 and above	$1,100	54.5%	$500	

Strada TVM Installation Services	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
Qty 1 to 5	$1,850	15.0%	$1,572	If Flowbird is to perform site preparation,

Qty 6 and above	**$1,750**	**15.0%**	**$1,488**	please add $125 per site. If a site requires a concrete pad, please add $600 per site Based on a basic new concrete pad pour, without any sawcutting, demolition or cosmetic modifications to the site.

Advanced Multi-Space Meter Installation and Removal Services	**List price per unit**	**Percent Discount to OMNIA participating entities**	**Price per unit to OMNIA paticipating entities**	**Note**
Concrete work for installation of new meter.	**$2,543**	**38.3%**	**$1,570**	1) Installation (excavation, sawcutting, new concrete pad with our without a base anchor embedded) 2) Removal (demolition of existing pad, debris removal and disposal and restoration of the ground or sidewalk for pedestrian safety) 3) Relocation (typically requires meter remove tasked + meter installation tasks, so both costs combined)
Concrete work to relocate installed Multispace meter	**$3,200**	**23.1%**	**$2,460**	
Conctete work for removal of Multispace meter	**$1,243**	**28.4%**	**$890**	If a localy certified partner is used rather than Flowbird staff add $250

Preventive Maintenance Service	**List price per unit**	**Percent Discount to OMNIA participating entities**	**Price per unit to OMNIA paticipating entities**	**Note**

Basic Service Plan	**$1,095**	**15.0%**	**$931**	The plan includes two scheduled on-site visits with preventive maintenance service.
Premium Service Plan	**$2,045**	**15.0%**	**$1,738**	The plan includes up to four scheduled on-site visits of preventive maintenance service or per agreement.

Other Maintenance Services	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Notes
Meter Maintenance	**$132**	**25.0%**	**$99**	Per meter, per month; Includes program management and local parts warehouse
Meter Hooding or Unhooding	**$200**	**25.0%**	**$150**	Each
Relocate Installed MSM meter	**$330**	**25.0%**	**$248**	Each
Meter Relocations concrete work	**$3,300**	**25.0%**	**$2,475**	Each
MSM Vault Cut-In or Lock Drill Out	**$600**	**25.0%**	**$450**	Each

Call Center Services				Notes
End-User Call Center Services and integrated Work Order Platform	**$3,800**	**25.0%**	**$2,850**	Up to 200 calls per month and up to 3 agents licences for technicians or supervisors
Call overage cost: 100 addition call package	**$2,000**	**25.0%**	**$1,500**	Per month
Additional agents licenses for technicians or supervisors can be added	**$250**	**25.0%**	**$188**	Per agent, per month
One-time setup and configuration fee	**$3,500**	**25.0%**	**$2,625**	

Call Center Services Include:

Dedicated local or toll-free inbound line and call queue for end-user support with call queue configuration and management

Custom greeting and IVR command menu, with external call routing to city departments or other vendors for enforcement, permits or other city services
24/7 availability for end-user support (meter + app customers)
Dedicated work-order platform with integration with WebOffice or Smartfolio where meter-generated alarms will automatically create and assign work orders.
Customized work order template and data fields
Real-time list view reports, analytic reports, priority levels, triggers, notifications and automations.
Robust Work Order application for Android or iOS mobile devices, plus browser-based Work Order management and dispatching

Multi-Space Meter Installation	List price per unit	Percent Discount to	Price per unit to OMNIA	Note
Qty 1 to 5	$1,850	59.5%	$750	If Flowbird is to perform site preparation, please add $125 per site.
Qty 6 to 49	$1,100	40.9%	$650	
Qty 50 and above	$1,100	54.5%	$500	If a site requires a concrete pad, please add $700 per site

Astreo TVM Installation Services	List price per unit	Percent Discount to OMNIA	Price per unit to OMNIA	Note
Qty 1 to 5	$4,433	45.0%	$1,995	If Flowbird is to perform site preparation, please add $200 per site.
Qty 6 to 49	$4,053	47.5%	$1,925	
Qty 50 and above	$3,750	50.0%	$1,875	If a site requires a concrete pad, please add $1500 per site

Axio Validators Installation Services	List price per unit	Percent Discount to OMNIA	Price per unit to OMNIA	Note
Qty 1 to 75	$2,250	45.0%	$1,238	If Flowbird is to perform site preparation, please add $125 per site.
Qty 76 to 499	$1,700	47.5%	$893	
Qty 500 and above	$1,600	50.0%	$800	

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Strada Multi Meter Pricing

Option #1 - Astreo Full configuration

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Astreo Full options	**$67,945**	**15.0%**	**$57,753**	Min order qty of 10 (can be a combination of full configuration and card only machines), smaller quantities can be quoted separately

Includes:

Buy America compliant	
Full Color Touch Display	
Embeeded computer with solid state storage	
Smart cards dispensers (500 smartcards)	
Multi stock magnetic and Limited Used Media printer	
Receipt printer	
Coin payment with 5 recyclers and coin box	
Credit Card and contactless EMV payment kit incl Mobile wallet	Includes Apple Pay / Google Pay
Convex Miror	
ADA and Audio incl loud speaker, Jack and Text to Speech	2 languages included
Circuit breaker	
Shock sensors	
SCADA interface board	

Lighting fixture
Stainless Steel cabinet
QR Code reader
Auxiliary power
Heater and Fan
AC Main powered and Ethernet communication
Bill handing and recycling with bill vault
1 receipt paper roll and 1 Limited Used Media stacker
1 Year Hardware Warranty Included

Extended Warranty is $1800/device/year

Optional				
4G/5G Modems	**$750**	**0.0%**	**$750**	
Softkeys features	**$425**	**0.0%**	**$425**	
Surveillance camera	**$450**	**0.0%**	**$450**	
Cyber lock and keys	**$5,500**	**0.0%**	**$5,500**	
AC Unit	**$6,000**	**0.0%**	**$6,000**	
Coin reserve hopper	**$1,500**	**0.0%**	**$1,500**	

Option #2 - Astreo Credit Card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Astreo Credit Card only	**$52,500**	**15.0%**	**$44,625**	Min order qty of 10 (can be a combination of full configuration and card only machines), smaller quantities can be quoted separately

Includes:
Buy America compliant
Full Color Touch Display
Embeeded computer with solid state storage

Smart cards dispensers (500 smartcards)				
Multi stock magnetic and Limited Used Media printer				
Receipt printer				
Credit Card and contactless EMV payment kit incl Mobile wallet				Includes Apple Pay / Google Pay
Convex Miror				
ADA and Audio incl loud speaker, Jack and Text to Speech				2 languages included
Circuit breaker				
Shock sensors				
SCADA interface board				
Lighting fixture				
Stainless Steel cabinet				
QR Code reader				
Auxiliary power				
Heater and Fan				
AC Main powered and Ethernet communication				
1 receipt paper roll and 1 Limited Used Media stacker				
1 Year Hardware Warranty Included				Extended Warranty is $1495/device/year
Optional				
4G/5G Modems	**$750**	**0.0%**	**$750**	
Softkeys features	**$425**	**0.0%**	**$425**	
Surveillance camera	**$450**	**0.0%**	**$450**	
Cyber lock and keys	**$5,500**	**0.0%**	**$5,500**	
AC Unit	**$6,000**	**0.0%**	**$6,000**	
Coin reserve hopper	**$1,500**	**0.0%**	**$1,500**	

Option #3 - Strada Touch TVM

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note

METER MODEL: Strada Touch TVM (touch display)	**$21,094**	**15.0%**	**$18,343**

Includes:

Buy America compliant
Full Color Touch Display, QR Code reader
Coin, Bill, and Credit Card Acceptance incl. Contactless
AC or solar power
Ethernet or cellular communications,
Thermal paper ticket printer or limited use smart card dispenser
Heater
Contactless reader for Open and/or Closed loop media
1 Coin Canister and 1 bill canister Per Machine
1 Ticket roll per machine
1 Year Hardware Warranty Included

Extended Warranty is $495/meter/year

Shipping

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Strada Multi Meter Pricing

Option #1 - Axio Validators

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Axio BV validator	**$2,146**	**15.0%**	**$1,866**	
Includes:				
Buy America compliant				
Full Color Touch Display				
Pole mounting kit				
9 - 48V DC powered				
EMV certified contactless reader (for open and closed loop)				
Ethernet				
QR reader				
1 Year Hardware Warranty Included				Extended Warranty is $57/device/year
Shipping				
Optional 4G Wireless modems	**$100**	**40.0%**	**$60**	
Optional Bluetooth BLE & Beacon	**$100**	**40.0%**	**$60**	
Optional Digital I/O and/or additional adaptor: J107 to RS232 or RS232/RS485 serial communication	**$250**	**25.0%**	**$200**	
Optional open Payment	**3% of transaction value**	**0.0%**	**3% of transaction value**	does not include MOR

Option #2 - Axio Platform Validators

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA paticipating entities	Note
METER MODEL: Axio Platform validator	**$5,169**	**15.0%**	**$4,495**	
Includes:				
Buy America compliant				
Full Color Touch Display				
AC Main powered				
EMV certified contactless reader (for open and closed loop)				
Ethernet				
QR reader				
1 Year Hardware Warranty Included				Extended Warranty is $119/device/year
Shipping				
Optional 4G Wireless modems	**$100**	**40.0%**	**$60**	
Optional Bluetooth BLE & Beacon	**$100**	**40.0%**	**$60**	
Optional Digital I/O and/or additional adaptor: J107 to RS232 or RS232/RS485 serial communication	**$250**	**25.0%**	**$200**	
Optional open Payment	**3% of transaction value**	**0.0%**	**3% of transaction value**	does not include MOR. **The Client will be responsible for the merchant bank processing fee.**

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Transit Digital Products

Mobile Transit Payment Applications	Cost to the Client	Percent Discount to OMNIA participating entities	Note
White label mobile transportation payment application	**$15,000**	**0%**	The $15K fee covers the white label App configuration and branding. The mobile application supports both visual validation and electronic validation using the Flowbird Axio validators. An additional $0.11 plus 3% transaction fee will be charged to the agency or customer (at agency's option) for each fare product(s) or add value transaction. The Client will be responsible for the merchant bank processing fee.

Includes:
iOS and Android applications abd customer web portal, configuration with customer branding

Open Payments	Cost to the Client	Percent Discount to OMNIA participating entities	Note
Open Payments Service	**$10,000**	**0%**	The $10K covers the set up and configuration of the Open Payment processing service. An additional $0.11 plus 3% transaction fee will be charged to the agency for each end of day settlement transaction. The Client will be responsible for the merchant bank processing fee.

Includes:
Set up and configuration of the service

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Flowbird Hub Central System Service Pricing

Flowbird Hub Central System Service	Price	Percent Discount to	Note
Strada Transportation TVM	**$65**	**0%**	This is a per meter per month fee.
Axio Validators	**$14**	**0%**	This is a per meter per month fee with agency supplied Ethernet
Astreo TVM	**$73**	**0%**	This is a per meter per month fee. with agency supplied data plan
FrontDesk Web software subscription, per retail partner	**$15**	**0%**	This is a per device per month fee with agency supplied connectivity
Flowbird Hub Central System Service	**NA**	**NA**	

Includes:
Financial and Maintenance Reports
Maintenance and Collections Alarms
Device Mapping
Wireless Communication Fees
Credit Card Gateway Fees
Rate Editor/Download Module

Transportation System System Implementation and Support Services

Implementation		Percent Discount to	Note
Project Management, including Acceptance Testing	**NA**	**NA**	Pricing dependent on project scope
Flowbird Hub Configuration	**$28,264**	**15%**	
Astreo TVM software configuration	**$46,250**	**15%**	
Open Payment Processing Configuration	**$9,142**	**15%**	

Mobile App and Customer Web Portal Configuration	**$25,021**	**15%**	
FrontDesk Web Retail Application Configuration	**$3,854**	**15%**	
Training	**NA**	**NA**	Pricing dependent on project scope
Installation Services	**NA**	**NA**	Pricing dependent on project scope

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Flowbird

OMNIA PARTNERS

Proposal for Parking Meters, Software, Systems and Related Products and Services (RFP 24-S835)

Date: 18th July 2024
Author: Flowbird
Version: 1.0

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Flowbird

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United States

Telephone: +1 856 234 8810

www.flowbird.group

July 17, 2024

Public Sector Contracting
OMNIA Partners, Public Sector, Inc.
5001 Aspen Grove
Franklin, TN 37067

Re. OMNIA RFP #: 24-S835, PARKING METERS, SOFTWARE, SYSTEMS AND RELATED PRODUCTS AND SERVICES

Dear Madam/Sir:

Flowbird America Inc., incorporated in the State of Delaware, is pleased to provide our proposal to OMNIA Partners for Parking Meters, Software, Systems and related products and services. We have thoroughly studied the RFP documentation, and are confident that we are the most qualified vendor to meet your current and long-term goals.

Company Background

Flowbird is the largest and most experienced supplier of parking systems on the planet. Our solutions can be found in over 70 countries around the globe. We aim to facilitate urban mobility by easing traffic congestion and helping cities promote various means of travel.

We started our journey over 50 years ago when we manufactured our first parking payment devices. Now, our systems are used more than 80 million times a week in over 5,000 cities worldwide. The combination of innovative design, precise manufacturing, flexible software, and open architecture has made our solutions the preferred choice for on-street parking management. Our close attention to client needs has made us partners to thousands of cities for decades.

No other company has the experience designing, building, deploying, and supporting parking payment solutions than Flowbird. We are the global leader in multi-space and single space parking meter technology, with over 320,000 multi-space meters deployed worldwide and over 45,000 multi-space meters in the US alone. Our client portfolio includes the most iconic US cities like Boston, Detroit, Los Angeles, Miami, New York, Pittsburgh, and Las Vegas and internationally renowned cities such as Amsterdam, Milan, and Paris.

Our offer includes our parking meter products, mobile parking app, central system services (back office), PARCSs solution, pay by text and our permit solution. In addition, we are offering our transit related products such as ticket vending machines and validators.

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Contractual Agreement

Flowbird has read carefully the OMNIA Partners terms and conditions of business. There are several areas which will require both parties to reach agreement on and which Flowbird cannot agree to in their current form. We therefore propose a negotiated contract be agreed between Flowbird and OMNIA Partners

Disclosures

Flowbird affirms that we have not given, offered to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Flowbird supplier affirms that, to the best of our knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract

Your Flowbird Contact

Andreas Jansson will be your main contact throughout this procurement and during the contract period, should we be fortunate to be the preferred vendor. Andreas has been in the parking industry for many years and brings both operational and systems implementation experience to the project, working with many Flowbird accounts across North America. Andreas's contact information is as follows:

Andreas Jansson
Senior Vice President of Parking Sales
Phone: 727-777-2772
Email: andreas.jannson@flowbird.group

As an officer of the company, I am authorized to contract with OMNIA Partners should we be selected. Please feel free to contact us if you have any questions about our proposal.

Sincerely,

Ronald Kroes
Chief Financial Officer

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1 Section 1 - Signature Form

The Signature Form is presented on the following page. Note we are proposing to negotiate certain terms of the agreement,, as presented in Section 3.1.4 of this proposal.

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VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Flowbird America Inc.
Company Name

40 Twosome Drive
Address

Moorestown | NJ | 08057
City | State | Zip

856-234-8000
Telephone Number

N/A
Fax Number

ronald.kroes@flowbird.group
Email Address

Ronald Kroes
Printed Name

CFO
Position

7/18/2024
Authorized Signature

Our offer to contract is conditional on the negotiation of a mutually acceptable final agreement that addresses the Deviations and Exceptions described in Section 3.1.4 of our proposal.

Version April 10, 2024

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2 Section 2 - Pricing

2.1 Ensuring availability and timely fulfillment of Products and services

Flowbird manufactures its own equipment and maintains reasonable inventories of products and parts. For large orders, timelines are agreed to with the customers in advance of the order being issued and accepted.

Our software is provided as a service. The back office applications are hosted in a multi-tenant environment, so adding new clients is typically not a major task.

Our support services organization is sufficiently scaled for Flowbird's volume of business to be able to respond to customer requests in a timely manner.

2.2 Pricing Structure

Flowbird pricing for the products and services offered has been submitted as a separate Excel file. The price schedule indicates any available discounts, and how they are applied.

Flowbird accepts payment by bank transfer or check.

2.3 Frequency of Pricing Structure Update

Flowbird pricing is updated annually. For this agreement, the first update would be in January 2025, 12 months after the contract is executed. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

2.4 Additional Accessories for Products

Accessories, product configuration, sizing, etc. are described in the price schedule.

2.5 Minimum Purchase Quantities

Minimum purchase quantities, where applicable, are described in the price schedule.

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2.6 Shipping Charges

Shipping charges are described in the price schedule. Note in many cases, shipping costs are included in the price of the product.

2.7 Delivery and Installation Services

The pricing for delivery and installation services are provided in the price schedule. The pricing is based on a per machine or job basis, as may be applicable. Some tasks (e.g. project management) will only be quoted once the scope of the implementation has been defined.

2.8 Use of Distributors/Dealers/Resellers/Subsidiaries and Partners

Flowbird does not intend to work through any distributors, dealers, resellers, subsidiaries or partners as part of this agreement with OMNIA Partners.

2.9 Special offers, promotions, additional discounts or rebates offered

Flowbird is not offering any special offers, promotions, additional discounts or rebates as part of this contract at the present time, except as indicated in the price schedule.

2.10 Customer Verification for Contract Pricing

Customers can easily verify any pricing provided by checking the details of the Master Agreement pricing schedule against the invoice amounts.

2.11 Invoicing Process

Clients shall compensate Flowbird in accordance with the Pricing Schedule attached within the Master Agreement, including all reimbursable expenses. Any other fees reflected in the Agreement shall be directly invoiced monthly by Flowbird to Client.

Flowbird invoices for products when they are shipped. Flowbird invoices for services monthly, in advance. Transaction fees (where not paid directly by end users) are invoices monthly, at the end of each month. Payment is due 30 days from invoice date.

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Invoices can be paid by bank transfer or check. Flowbird does not accept credit cards/p-cards as payment.

2.12 Future Product Pricing

Future product pricing is based on the cost of development, production and support, taking market demand and competitor pricing into account.

2.13 Additional Information

Flowbird's offer does not include any minimum contract sales under this agreement.

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3 Section 3 - Ability to Perform

3.1 Suppliers ability meet the requirements of a National Cooperative Contract

3.1.1 Appendix B Exhibit A - Response for National Cooperative Contract

Flowbird will negotiate a National Cooperative Contract with OMNIA Partners should our offer be acceptable in all other respects. There are aspects of your existing form of contract which are not acceptable to Flowbird in their current form. Please see Section 3.1.4 of our proposal for details.

As requested, the following is our detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

3.1.1.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Flowbird is the largest provider of on-street parking solutions in the world. In January 2018, Parkeon (established in the early 1970s) and Cale (established in 1955) merged together to change the urban mobility landscape and reinforced its position of Global Worldwide Leader in Urban Intelligence and Mobility. Together we have more than 100 combined years of experience in the parking industry with systems in more than 70 countries. With more than 1,300 combined employees around the globe, the company has an annual revenue of over $350 million.

Technology is a dynamic and vibrant environment that changes continuously. Managing that change with our clients has always been our strength. We solve Smart City challenges. Our solutions go well beyond the concept of parking: we design and build complete ecosystems with strong Business to Business and Business to Consumer components. Our missions are diverse and cover a wide variety of services like:

- Managing technology convergence: On Street, Off Street Parking and Transportation

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- Simplifying mobility to citizens by helping drivers to find a space using real time occupancy analytics
- Collecting and sharing mobility data in real time through our Open Data Analytics platform
- Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies
- Reinforced communication: Push local information to residents and visitors
- Invigorate downtown commerce through hyper-local advertising and couponing campaigns

Complex projects have kept us on the leading edge of the industry and as a result, we remain the forerunner in the delivery of highly advanced parking and transit control systems and a natural component of the City's Internet of Things. Most importantly, our systems are designed for the long run with strong local support in the U.S. and Canada to enable your team and operations to benefit the most of our technology and know-how.

B. Total number and location of salespersons employed by Supplier.

Flowbird's sales team consists of the following:

- New Jersey - 2
- North Carolina - 1
- Kentucky - 1
- Georgia - 1
- Florida - 3
- Texas - 1
- Colorado - 1
- California - 1

C. Number and location of support centers (if applicable) and location of corporate office.

- Corporate office - Moorestown NJ
- Support Center - Moorestown NJ and Clearwater FL

D. Annual sales for the three previous fiscal years

Flowbird's annual revenues for the past 3 years is as follows:

- 2021 Annual Revenue: $235 million
- 2022 Annual Revenue: $340 million
- 2023 Annual Revenue: $360 million

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a. Submit FEIN and Dunn & Bradstreet report.

Flowbird's FEIN is 010778174

Flowbird does not have a Dunn & Bradstreet report. Our number is 146588913.

E. Describe any green or environmental initiatives or policies.

A prime objective of Flowbird has always been to minimize the environmental impact of its technologies from the initial design stage right through their delivery, daily operation, dismantling and recycling. From a manufacturing standpoint our goals are:

- Environmental impact during production
- Energy consumption and environmental impact during use
- Environmental impact at the end of the product life cycle

Throughout the world, Flowbird implements the following practices in our local offices to reduce the environmental impacts of our operation:

LIGHTING
All Flowbird staff whilst at work either on Flowbird premises or on customer premises are to ensure that the lighting they are using to work by, poses no nuisance to local residents or vehicle drivers. The normal lighting in the workplace should be sufficient to provide for a safe place of work. In the event of this not being the case, Flowbird staff are to advise their immediate management and have adequate additional lighting provided (this will be particularly relevant for field service/project work).

In the event of additional lighting being required it must conform to the following:

- Hand held/Head band mounted.
- Battery powered.
- Stated in the Work Instruction/Method Statement.
- Stated in the Risk Assessment.

Flowbird work activities (even with the inclusion of additional lighting sources) are not expected to have any adverse impact on the local lighting levels. Therefore are considered as being unlikely to cause a nuisance to the environment.

NOISE IN THE WORKPLACE
It is accepted that the very nature of the work required to be carried out by Flowbird

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staff will generate noise. All Flowbird staff must ensure they do all possible to ensure the noise level is kept to a minimum.

- Any noise generated by Flowbird work must not pose a nuisance to:
- Other Flowbird staff in the vicinity.
- Customer members of staff on site.
- Local residents.
- The general public.

Flowbird is committed to ensuring that the noise level that all staff and others affected by Flowbird staff at work are subjected to falls within statutory limits, or Personal Protective Equipment (PPE) is issued (as required). Flowbird will ensure this by conducting noise monitoring audits.

When working on site, it is the responsibility of Flowbird staff to liaise with the local customer management representatives and to work only in the areas designated, taking into account the amount of noise expected to be created and the nuisance level this noise is likely to reach.

Noise generating work must be avoided (as best as is practicable) anywhere on a site that is within 10 yards of a residential property.

All work carried out by Flowbird staff has been reviewed and a Risk Assessment has been produced for these tasks. At this time it is deemed that the general level of noise expected to be generated by Flowbird work does not warrant the provision of any noise related PPE, other than specific power tools, where PPE is identified as being required in the relevant Risk Assessment.

AIR QUALITY

It is envisaged that the only impact on air quality that Flowbird local offices will have is by the generation of vehicle exhaust fumes.

All project specific health and safety plans clearly instruct all Flowbird to only use the vehicles for arriving to and departing from customer sites to carry out authorized work. No vehicles are to be left running when not in motion and shortest, quickest routes are to be adopted (where practicable).

The use of hazardous substances is restricted to minimal requirements and the bulk of the substances are solvent based cleaning materials. When such materials are being used they are in a well ventilated area where an excessive build-up of fumes is

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unlikely. The amount of these substances used at any one time is deemed so minor that no impact is anticipated in local air quality standards.

All Flowbird staff are reminded that the very nature of the business of company customers dictates that in many instances the air quality at the customers premises may be at a low level. While Flowbird staff have no direct control of this issue, they must ensure that they go outside at regular intervals for short periods to breathe fresh, cleaner air.

CONTROL OF HAZARDOUS SUBSTANCES

All hazardous substances used at work by Flowbird staff must be the subject of a safety risk review PRIOR to the substance being considered safe to use.

The substance must have a Risk Assessment carried out and must be detailed for use in the relevant work instruction/method statement or health and safety plan. If no risk assessment exists or the substance is not included in the relevant documentation, then it CAN NOT be used.

Of the hazardous substances that have received risk assessments and are included in the relevant health and safety plans, many have a requirement for the use of PPE to be adopted when using the substance. PPE is provided by the company free of charge and all local managers are to ensure that all staff have the required PPE and it is in a serviceable condition.

DISPOSAL OF WASTE

Flowbird has a legal responsibility to ensure that all waste material generated through company business is disposed of in a safe and practical manner.

All Flowbird staff are to be aware that waste can only be disposed of in a specific way, depending on the matter.

Where applicable and available, Flowbird premises carry out recycling schemes for other waste products such as printer/copier cartridges and mobile phones.

Special waste would include the following:

- Batteries.
- Scrap PCBs.
- Cleaning Fluids.
- Toner cartridges.

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This waste must only be disposed of through a specific licensed waste disposal operator and a certificate of disposal must be obtained once the operator has removed the waste material. Due to the nature of this waste material and the disposal methods, it is vital that “ordinary waste” is not mixed with this waste.

STORAGE

All material and equipment must be stored in a safe and sensible manner.

All hazardous substances must be kept with the tops/lids tightly secured and in a safe place so as not to be accessed by unauthorized users.

All fluids must be stored in satisfactory fireproof cabinets (as required).

All materials must be handled in such a way as to pose no threat to the environment or people in the vicinity.

All Flowbird staff will use the cardboard cartons as often as possible until they are deemed no longer safe to use. Once these cartons have been used to destruction, they will be disposed of in the normal manner.

ENERGY CONSUMPTION

Flowbird acknowledges that the company is not an excessive user of energy resources, but does take into consideration the wise use of energy in the following areas:

- Avoiding unnecessary lighting being left switched on, after safety and security measures have been taken into consideration.
- The sensible balance of the use of resources such as central heating and air conditioning in offices to avoid unnecessary wastage.

Where practical Flowbird will make use of public transport in preference of motor vehicles.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Flowbird makes regular use of DBE partner’s services and products in the course of its’ business. The most frequent service obtained from DBE partners is equipment installation, followed by the supply of components and manufactured goods.

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G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

The proposed products, applications and services are generally delivered directly by Flowbird.

I. Describe how supplier differentiates itself from its competitors.

Here are Flowbird's key differentiators:

- Flowbird is the true market leader in on-street parking systems, with systems in over 70 countries and 50 years experience.
- We have the capability to support clients of all sizes – from small parking operations to large cities such as New York, Los Angeles, and Chicago.
- Flexibility to offer new services to your customers and improve the economic health of the downtown or campus. Your parking meter can provide users a list of upcoming events in the City, information on area attractions, and coupons for local merchants.
- Friendlier pay station user interface with touch screen and full color display options that offer powerful graphical capabilities and animations to help the user move through their parking transaction quickly.

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- True proven solar autonomy. Flowbird designs and builds its components to consume very little power, allowing you to place our pay stations and parking meters in various climates and locations, even under trees or next to tall buildings.
- Integrated mobile payment solution, designed and maintained directly by Flowbird.
- Easy to use and flexible back-office parking management system allowing for dashboard reporting, powerful filtering, and ability to modify and download rates as needed.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

There are no pending, active or past indictments, litigations or lawsuits against Flowbird or current officers and directors that are relevant to the subject matter of this solicitation. There is history of a past litigation as described below:

(Liu Ping Li v. The City of New York, et al., Index No. 152900/2014) in the Supreme Court of the State of New York, New York County. This matter involves a pedestrian who allegedly tripped over a cone covering a Parkeon muni-meter base in a New York City sidewalk while it was being installed by the City of New York, who is also named as a defendant. As owner of the abutting Premises, 116 Mott Street Realty Corp. was also brought in as a Defendant, along with Sa Sa, the tenant of the Premises. It was alleged that Sa Sa displayed certain products from their store on the sidewalk which allegedly could have contributed to overcrowding of the sidewalk.

Parkeon's general liability insurer accepted the case (Liu Ping Li v. Parkeon, Inc. et al). The matter has been consolidated with a prior lawsuit filed against the City of New York regarding the same incident. Discovery indicated that the sidewalk was very crowded that day, which could be another contributing factor causing Plaintiff to fall, unrelated to Parkeon's actions. Plaintiff's main claim against Parkeon was that the City installed the meters based upon Parkeon's manual, and if the City did not follow those specifications then the muni-meter warranty would be voided. However, there was no evidence of this ever presented or that Parkeon acted negligently.

The parties have all executed a stipulation of discontinuance. Plaintiff's counsel provided the release and the settlement took place in January 2024.

K. Felony Conviction Notice: Indicate if the supplier
a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or

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c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Flowbird is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.1.1.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Please see Section 3.13 Suppliers Products, Software, Systems and Service Offering for details.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Flowbird ships equipment and parts to all U.S. states and territories from its facilities in Moorestown, NJ and Clearwater, FL. Software support services are provided remotely. Flowbird also has a field services organization with personnel based through the continental U.S. who travel to customer sites as needed.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

This is not applicable. Flowbird is not proposing to tie the Master Agreement to its other sales activities.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Flowbird uses commercial freight companies to ship its products. For smaller packages, Flowbird uses UPS.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Flowbird has distribution and warehouse facilities in Moorestown, NJ (24,500 square feet) and Clearwater, FL (18,000 square feet).

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3.1.1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

There are no portions of our response that should not be available on the website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

> *i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
> *ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Flowbird is not proposing to implement the Master Agreement as our primary go to market strategy for Public Agencies. Within 30 days of contract award, we will brief our sales team on the fact that our current NCPA contract has been replaced by a new OMNIA agreement, providing information about the differences between the two agreements, as well as the updated pricing. The sales team will be tasked with informing current and potential customers of the availability of using the OMNIA Agreement to purchase Flowbird products.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

> *i. Creation and distribution of a co-branded press release to trade publications Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*
> *iii. Design, publication and distribution of co-branded marketing materials within first 90 days*
> *iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
> *v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

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vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

Within the first 30 days from the award date:

- Flowbird's marketing team will create and distribute a co-branded press release to trade publications as well as to Flowbird's marketing contact list, providing Master Agreement details.
- Flowbird's marketing team will also update the Flowbird web site, with both an announcement about the agreement, and a more permanent notice that Flowbird products and services can be procured via the Master Agreement.

Within the first 90 days from the award date:

- Flowbird's marketing team will design, publish and distribute applicable co-branded marketing materials.
- Set up a dedicated OMNIA partners page on the Flowbird North America website.

On an on-going basis, Flowbird will market the contract in various ways:

- Through periodic additional press releases and blast emails
- Include information about the Master Agreement in its advertising, as may be applicable and appropriate.
- Through the 30 parking and transit events that we participate in annually
- Through our 9 direct sales team members
- Through our distribution network of 24 distribution and service partners

Other than the above activities and actions, Flowbird is not proposing to attend and participate with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the

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term of the Master Agreement. Neither do we plan to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Flowbird is not proposing to do this.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Flowbird agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Flowbird will provide sales team training, and marketing initiates as described earlier. The OMNIA Partners logo will be added to applicable sales materials, as determined by Flowbird.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Flowbird will provide the appropriate training to its national salesforce.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

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i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Executive Support, Sales, Contracts
Andreas Jansson
Senior Vice President of Parking Sales
Email: andreas.jansson@flowbird.group
Phone: +1 (727) 777-2772

Marketing
Julianne Wilhelm
Vice President Marketing
Email: julianne.wilhelm@flowbird.group
Phone: +1 (727) 260-0648

Sales Support, Financial Reporting, Accounts Payable
Ron Kroes
Chief Financial Officer
Email: ronald.kroes@flowbird.group
Phone: +1 (856) 912-5676

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Flowbird sales team consists of 10 sales representatives led by a member of Flowbird's Executive Team, Andreas Jansson (contact information provided above).

The sales team is organized by territory and by market (on-street and off-street).

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Andreas Jansson will be the primary contact with the OMNIA Partners team to implement the program. For Flowbird, this means ensuring that our existing and potential customers are aware that they can use the Master Agreement to purchase Flowbird products, in addition to the other usual channels that may be available to them (e.g. RFPs, direct orders to Flowbird, etc.). Andreas will coordinate all Flowbird activities related to the Master Agreement with the Flowbird sales, marketing, sales administration and delivery teams.

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Once a Participating Public Agency decides to purchase products and services through the Master Agreement, the Flowbird sales team member responsible for that account will work with the OMNIA partners team directly if needed to help the Participating Public Agency follow and apply the Master Agreement purchase processes.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Please see item I. for details. Once an order is placed using the Master Agreement, the Flowbird Sales Administration team will process the order, and the delivery team will deliver the order. The Sales Administration Team, which is part of the Flowbird Finance Department, will be responsible for identifying the order as an OMNIA Master Agreement order so that the correct Administrative Fee is paid to OMNIA Partners.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year.
Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Flowbird's sales as presented in Item D are primarily to Public Agencies. We have over 600 customers throughout the U.S. including New York City, Chicago, Minneapolis, Portland (OR) and Las Vegas. The detailed information request is company confidential. We have the information management systems to support our volume of business.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Flowbird is not proposing any Guaranteed Contract Sales.

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N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

> *i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
> *ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
> *iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
> *iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Flowbird is not proposing to use the Master Agreement in cases where Public Agencies decide to issue their own solicitations. We will respond directly to the Agency in accordance with the provisions of the solicitation.

3.1.2 OMNIA Partners Administration Agreement

Flowbird will negotiate a final form of Administration Agreement with OMNIA Partners should our offer be acceptable in all other respects. There are aspects of your existing form of agreement which are not acceptable to Flowbird in their current form. Please see Section 3.1.4 Exceptions and Deviations.

3.1.3 Exhibit F and Exhibit G Forms

Please refer to Section 6 Required Documents for the Flowbird response to requested forms.

3.1.4 Exceptions and Deviations

Flowbird currently has a cooperative purchasing agreement in place with NCPA, and are keen to continue the relationship with OMNIA Partners.

We have found that the OMNIA Partners agreement is substantially different from the NCPA agreement, especially in the form of the business relationship between the parties.

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OMNIA has added language that essentially allows the sponsor/OMNIA not to provide Flowbird information to a prospective customer even if Flowbird is added as a vendor as a result of this RFP. This is not an acceptable or fair approach.

OMNIA has also included various exculpatory clauses that severely limit its liability in case of mal-administration of the agreements, and excludes availability of consequential damages. This could potentially cut off much financial recourse to Flowbird if OMNIA is in breach, as lost profit or other damages to Flowbird might be considered consequential. This clause is one-way in OMNIA's favor, as are other new clauses regarding confidentiality and data breach. The responsibilities should at minimum be mutual.

Flowbird's pricing is based on the participating agency being the merchant of record. This allows us to not charge any transaction fees for bank card transactions at the parking meters. If a participating agency requires Flowbird to be the merchant of record, the fees for that service shall be negotiated since they are impacted by projected transaction volume and projected average transaction value.

We did not fill out the Certification of Compliance with Buy America Provision in Exhibit F because the response will differ depending on the products and services being procured. All Flowbird Transit products are Buy America Act compliant. Some of Flowbird's parking products are Buy America Act compliant, including all software and related services. We will execute a Certification of Compliance for each Participating Agency that wishes to order Flowbird products that are Buy America compliant.

The RFP contains drastically different language, as compared with the prior NCPA agreement, with respect to how this sales channel is to be used. Specifically, OMNIA is requiring that it become Flowbird's primary public sector sales channel. Flowbird has a significant direct sales channel organization which we will retain. As with the previous NCPA agreement, we intend to offer the OMNIA sales channel as an additional way for our customers to purchase Flowbird products and service, not as the only way.

With regards to Exhibit B, Administration Agreement (Example) and Exhibit C, Master Intergovernmental Cooperative Purchasing Agreement (Example), we wish to negotiate the following provisions:

- In case of delay in the delivery of products and services that is not attributable to Flowbird, the latter is entitled to extension of time accordingly and/or compensation.

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- Flowbird undertakes to comply with law, regulation and norms applicable to their product and services on the date of their offer has been issued.
- Any change or variation of Flowbird's scope of work under this Contract/Offer, either required by the customer or proposed by Flowbird shall be subject to a change proposal from Flowbird that the Customer commits to approve within maximum 10 days after it has been issued to the Customer.
- Invoices are payable within 30 days from the invoice date.
- In any case, Customer shall pay to Flowbird the activities and investments performed by Flowbird and has no right to cash retention or to withhold payment.
- Title of the goods sold by Flowbird shall be assigned to the customer upon payment in full on the due date.
- The customer acknowledges that all intellectual or industrial property rights with respect to the products and/or services provided by Flowbird, including any modification and/or evolution performed during the course of the contract/offer, shall remain Flowbird's sole property.
- For the sole purpose of the contract/offer execution, Flowbird hereby expressly grants the customer a non-exclusive, revocable, and non-transferable license to have access to the SaaS solution and or software object of this contract/offer for the term of the Contract and for the world. In any case, the customer has no right to modify nor improve Flowbird’s software or SaaS solution.
- Each Party undertakes to keep strictly confidential and not to disclose to any third party, and to use only for the purposes of the contract all information from any kind disclosed by the other party during the course of the contract/offer execution.
- Flowbird's aggregate global liability arising out of or in connection with the contract shall be limited to the contract price, excluding taxes. After delivery and final acceptance, the total liability related to services shall be 50% of the annual service fees.
- It is expressly agreed between the parties that Flowbird cannot be held responsible for indirect, special, consequential or incidental damages such as, and without limitation, loss of earnings, operating or revenue losses or loss of profits, clientele, income.
- Flowbird shall not be liable to the other party for (i) any indirect, incidental, special, reliance, punitive or consequential damages, if any, even if advised of the possibility of such damages; (ii) loss of profits; (iii) loss of business; (iv) loss of revenue (except that the Customer shall be liable for any fees or other amounts owed to Flowbird under the Agreement)"

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- The Customer shall review the deliverables within maximum 10 days (hereafter the “Acceptance Period”). Each phase shall be considered as approved during the Acceptance Period if there is no remaining Blocking Defect.
    - Defect: shall mean a non-conformity attributable to Flowbird of the products and or services delivered by Flowbird to their specifications in their last validated version
    - Blocking Defect: shall mean a defect due to Flowbird preventing, without any workaround, to carry a Critical Feature [option: sales, validation, maintenance]
    - Major Defect: shall mean a defect due to Flowbird preventing, without any workaround, to carry Critical Feature out on at least 50% the equipments
    - Minor Defect: shall mean a defect which is neither Blocking nor Major."
- Exclusive Flowbird's undertakings under the warranty are described hereafter:
    - Flowbird would fix Defects occurring on the products and services delivered to the customer under this contract/order for a period of 12 (twelve) months following delivery date of the Products subject to this contract/offer.
    - In case of Defect, Flowbird undertakes to promptly correct any Defect reported to Flowbird in writing at the latest XX days from their appearance.
    - Flowbird, at its option, may repair or replace/re-perform nonconforming goods and/or services. The return of such goods shall be at Customer’s risk and expense. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the original unexpired warranty.
- Either party may terminate the contract if the other party commits a material breach of the contract that remains uncured thirty (30) days after written notice is delivered to such breaching party.
- In any case, and whatever is the reason for the termination, the Customer undertakes to pay Flowbird for all investments, activities, services and products performed by and or ordered to Flowbird until the termination effective date (e.g. raw materials, manpower, deliverables and capital costs).
- In addition, in case of termination without cause, the Customer shall pay to Flowbird a compensation fee for the termination without fault from Flowbird, corresponding to 10% of the contract value.
- Flowbird has the right to suspend its performance and terminate the contract in the event that the customer is in breach.
- Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and

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against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court- ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including but not limited to any bodily injury, civil rights liability, intellectual property rights.

In addition to the preceding items, as directed in the RFP, we have also included a sample copy of our services agreement in Section 6 Required Documents. Flowbird devices and applications require a connection to the Flowbird Back Office in order to operate. Our services fees include the applicable services described in the services agreement.

3.2 Supplier Contract Implementation/Transition Plan

Flowbird Contract Implementation will be managed by our experienced sales team. Flowbird has nominated Andreas Jannson (Vice President of Sales for North America) as the sales lead for the OMNIA Partners contract.

Andreas will lead the commercial negotiations with OMNIA Partners on behalf of Flowbird.

On successful completion of commercial negotiations a formal kick off meeting will be organized between Flowbird and OMNIA Partner representatives. The kick off meeting will agree on several key areas:

- A Stakeholder Management Plan which identifies key representatives on both sides
- A formal Communication Plan between the organizations
- A Transition Plan onto the new agreement
- A Training Plan to define requirements for OMNIA Partners representatives
- A Risk Management Plan to mitigate risks and define contingencies
- Performance Measurement Plan including Key performance Indicators (KPIs)
- Operational continuity
- Formal Timelines for completion of Transition activities
- Sales and Technical materials required by OMNIA Partners

The Transition Plan will be enacted after the kick off meeting. Transition will include:

- The Handover Process: How and when the current supplier will transfer knowledge, data, and any outstanding work.

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- The Onboarding Process: Steps for integrating the new supplier into your organization.
- Training and Support: Required training for both the supplier and your internal team.
- Any Initial Deliverables: List initial deliverables from the new supplier

On completion of Transition the OMNIA Partner lead and Andreas Jansson will sign off that all activities are finished to the satisfaction of both parties.

3.3 Available Ordering Methods

Following the deployment, the project manager stays engaged to ensure that client staff are satisfied with the performance of the system, including all integrations that were agreed upon. The project manager also ensures the comfort level of all staff members pertaining to system operations (both hardware, software, and back-office reporting/management).

Once it has been acknowledged that the operation is running smoothly, the account manager takes over as the main point of contact for the customer. Customer staff will contact the Flowbird Customer Support team for any technical questions and the Flowbird Sales Administration Department for all parts orders and warranty replacements.

Orders will normally be placed by E-Mail or Telephone to Flowbird in Moorestown, NJ directly. Alternatively orders can be placed via the Flowbird Sales Representative if there are cases requiring any special attention.

3.4 Website Ordering, Returns and Reporting

Flowbird does not operate a specific service website for ordering and returns.

Flowbird logs all sales orders, returns and shipments into our own internal reporting system. This information is made available to our Service Team in order to update customers should they require order, return or shipping status information.

The back office management software operates on a Software-as-a-service basis and is therefore available to the Flowbird service team to interrogate should issues occur which require investigation. This includes details such as:

- Hardware Equipment Status
- Alarm Reporting

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- Preventative Maintenance

3.5 Suppliers History of Meeting Shipping and Delivery Timelines

Flowbird has a well organized and proven record of delivering hardware, software and ongoing support services to our client base of over 600 customers across North America.

Many of Flowbird's customers have worked with us for many years which is evidence of our success in shipping and delivering on time. We have a number of testimonials from our customers to prove this. Examples are provided below.

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LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

MICHELE FIORE
Mayor Pro-Tem

STAVROS S. ANTHONY
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

SCOTT D. ADAMS
City Manager

DEPARTMENT
NAME SURNAME
DIRECTOR

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
711 | TTY

cityoflasvegas
lasvegasnevada.gov

August 13, 2020

To Whom It May Concern:

The City of Las Vegas has been a Flowbird client since 2013. At that time, we transitioned all single space meters to a Pay-by-Space multispace meter system to improve customer service and provide more ways to pay. Our initial implementation of over 200 solar powered Flowbird pay stations allowed us to modernize parking downtown, providing key operational and enforcement efficiencies.

In 2020, we started on a path to implement Pay-by-Plate parking in all metered locations. This initiative allowed us to take advantage of Flowbird's latest technologies. In July, we went live with the Flowbird mobile app which offers payments for on-street parking as well as payments and reservations for off-street facilities. Additionally, we upgraded our pay stations with a full color touch screen display, enhancing the user experience.

Throughout the course of our partnership, Flowbird has repeatedly added value to the city and its customers. For example, they partnered with us to create a food truck program which powered an app that showed the real time locations of various food trucks at meters throughout the city. Flowbird also recently assisted the City by agreeing to become the Merchant of Record for card payments which saved the city hundreds of thousands of dollars in PCI compliance measures and fees.

We have been very pleased with the overall performance of the Flowbird system. Their staff, including their senior management team, is very attentive to our needs and they provide us the support we need to run a successful parking operation.

Please reach out to me if you have any questions.

Sincerely,

Brandy Stanley

Brandy Stanley, MBA, CAPP
City of Las Vegas Parking Services

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City of Memphis
Tennessee

Jim Strickland
Mayor

ENGINEERING DIVISION
Traffic Engineering

To Whom It May Concern:

The City of Memphis has been a Flowbird client since 2013 when we implemented a smart parking system to increase parking opportunities and provide more ways to pay. We have implemented the Flowbird solution in the downtown as well as in our Medical District. In total, we have an inventory of approximately 135 Flowbird Pay Stations. They are battery powered, solar charged, wireless and accept coins and credit cards. Flowbird also provides us with an easy-to-use back-office system to help us manage parking data and maintain the equipment.

In addition to the pay stations, the Flowbird team along with IPS installed about 400 credit card accepting single space parking meters for locations requiring that type of device.

We have been very pleased with the overall performance of the Flowbird system. Their team is attentive to our needs and they provide us the support we need to run a successful parking operation.

Please reach out to me if you have any questions.

Sincerely,

Ken Johnson

Ken Johnson, PE
Senior Traffic Engineer
Traffic Engineering
125 N. Main St., Rm. 668
Memphis, TN 38103
901-636-6710

Room 668 ● 125 North Main Street ● Memphis, Tennessee 38103-2017 ● (901) 636-6710 ● FAX (901) 636-6960

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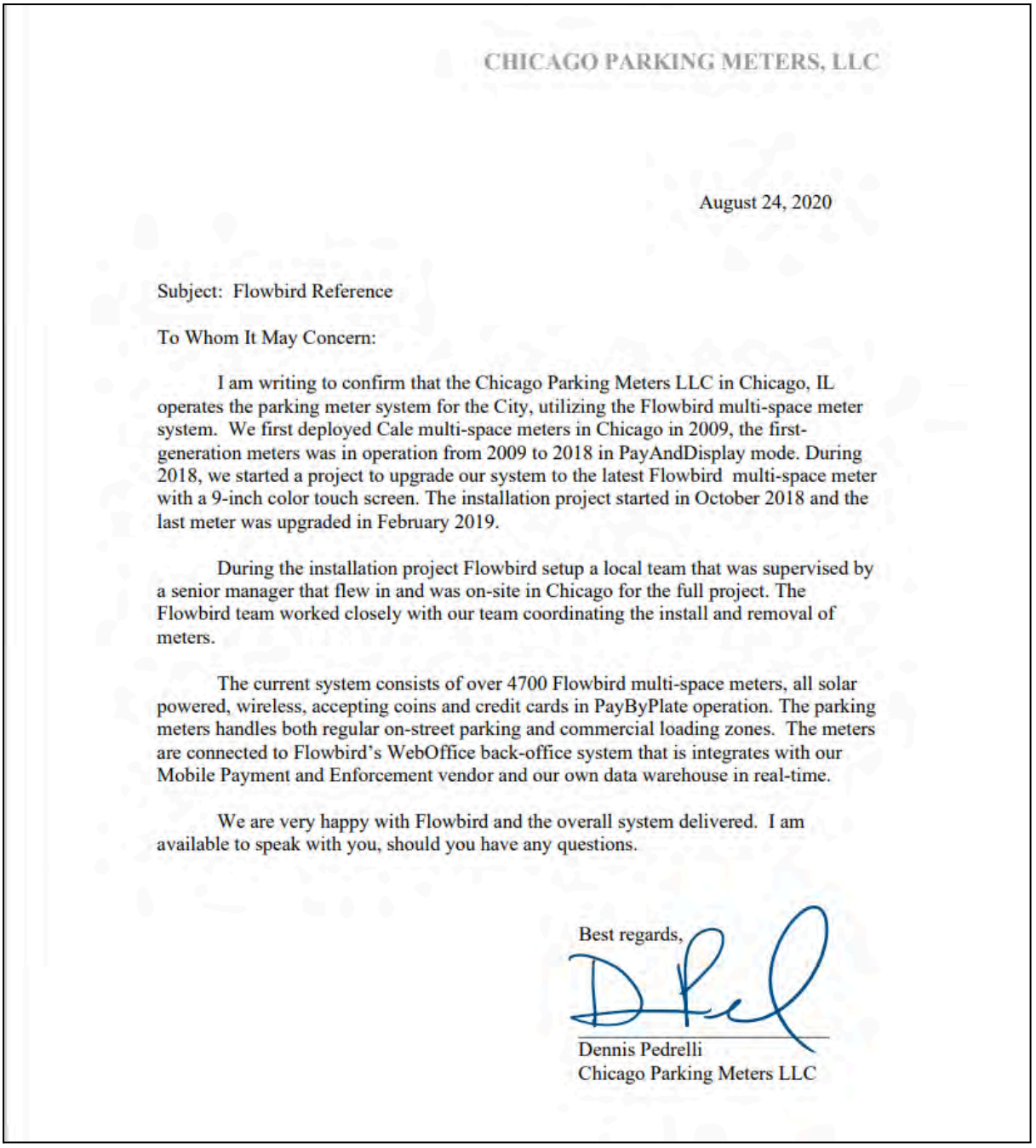

CHICAGO PARKING METERS, LLC

August 24, 2020

Subject: Flowbird Reference

To Whom It May Concern:

I am writing to confirm that the Chicago Parking Meters LLC in Chicago, IL operates the parking meter system for the City, utilizing the Flowbird multi-space meter system. We first deployed Cale multi-space meters in Chicago in 2009, the first-generation meters was in operation from 2009 to 2018 in PayAndDisplay mode. During 2018, we started a project to upgrade our system to the latest Flowbird multi-space meter with a 9-inch color touch screen. The installation project started in October 2018 and the last meter was upgraded in February 2019.

During the installation project Flowbird setup a local team that was supervised by a senior manager that flew in and was on-site in Chicago for the full project. The Flowbird team worked closely with our team coordinating the install and removal of meters.

The current system consists of over 4700 Flowbird multi-space meters, all solar powered, wireless, accepting coins and credit cards in PayByPlate operation. The parking meters handles both regular on-street parking and commercial loading zones. The meters are connected to Flowbird's WebOffice back-office system that is integrates with our Mobile Payment and Enforcement vendor and our own data warehouse in real-time.

We are very happy with Flowbird and the overall system delivered. I am available to speak with you, should you have any questions.

Best regards,

Dennis Pedrelli
Chicago Parking Meters LLC

3.6 Suppliers Return and Restocking Policy

Flowbird maintains a stock of spare components and assemblies at our Moorestown,NJ facility to service existing customers in North America. This stock is adjusted accordingly to service the deployed equipment in the field and proven reliability data. Customers will return defective or broken parts or subassemblies to Flowbird. The following is a summary of the Flowbird returns policy.

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1. For parts being returned for repair or replacement under the Extended Parts Warranty, a Return Material Authorization (RMA) is required PRIOR to the physical return of the product.
2. Flowbird will issue an RMA number and provide shipping instructions.
1. The Customer will ship the defective parts back to Flowbird and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
2. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
3. Parts will be shipped by the Customer to:

   Flowbird
   Attn : Warranty Parts Dpt. RMA # xxxxx
   40 Twosome Drive, Unit 7
   Moorestown, NJ 08057

4. Once Flowbird has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery.
5. Flowbird will cross reference all parts against its warranty/contract database and determine if the part is covered. Customers will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
6. Customer is responsible for testing of parts before returning. Flowbird will inspect and test parts to determine the reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged $225.00 dollars per unit for Preventative Maintenance charge to clean and restock.
7. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
8. Customer is responsible for all expedited shipping charges.
9. Customers should ship all defective parts to Flowbird and reorder on a regular basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

3.7 Suppliers Ability to Meet Service and Warranty Needs

Flowbird's service team supports over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system, and the dedication of our

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support team. Our help desk is available via phone and email. We strive to resolve problems over the phone quickly to keep your pay stations collecting revenue.

Flowbird has three escalation levels when it comes to preventive and remedial maintenance. They are defined as follows:

Level I – Day-to-day operations of the system, including:

- Monitoring the system for alarms/alerts through Flowbird's back-office suite
- Configuration changes (e.g., fare types and fee changes)
- Cash collections
- Limited Technical Services

Level II – Flowbird Helpdesk.

The Flowbird Helpdesk team has live remote access to equipment in the field, which helps us provide expert service. We provide the following services at no additional charge:

- Phone and email support by experienced Flowbird support staff
- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support
- Live troubleshooting of hardware issues. Our staff will walk you through recommended maintenance techniques and provide instructions on what functions to perform to get the equipment back up and running. Over 98% of the time, we can provide a solution to the client's problem without needing to escalate to Level 3.

The Flowbird Helpdesk will also connect your team with our Sales Administration department for parts orders (either new parts or parts under warranty) and our Software Configuration department if software changes need to be made.

Level III – On-site Flowbird Service.

If remote troubleshooting has not rectified a problem, Flowbird will deploy a trained technician on-site with the University's approval. This is typically billable.

3.7.1 Typical System Availability

The service support network operated by Flowbird ensures that customers achieve high levels of availability of up to 98% typically for an overall system.

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3.7.2 Severity Level and Typical Resolution

Flowbird Severity level definitions and typical resolution times are described in the Example Service Agreement included in Section 6 Required Documents

3.8 Extended Warranty Programs

Flowbird offers an extended parts warranty for equipment supplied to customers. These can be arranged to suit particular client needs.

The Extended Parts Warranty program provides the Customer an insurance program for the most frequently used and most costly parts. Subscribing to this program provides replacement to these parts at no additional cost, for the duration of the agreement. If a special circumstance requires a part listed below to be purchased, a written explanation will be provided to the customer for approval prior to the shipment of the part.

The Customer will replace defective part(s) as part of its normal Level I diagnosis and repair process. Following the Return Material Authorization (RMA), the Customer will ship any parts that require repairs back to Flowbird. During this process, a sales order will be generated for the replacement part(s) from this RMA.

Flowbird will replace parts with repaired or refurbished parts that are tested to insure that they meet the performance specifications of a new part. Replacement parts warranty is ninety (90) days or to the end of the support agreement period for the unit the part is installed in whichever comes first. This warranty does not include “wear and usage items” such as paper and batteries. Labor is not covered under this hardware part replacement agreement.

To maximize hardware uptime, Flowbird recommends to the Customer to order and maintain at any time a spare parts lot. Flowbird can provide guidance to the Customer regarding a suggested number of parts to be included in this spare parts lot and will also provide a pricing proposal.

3.9 Technical Advice and Sales Support

Flowbird will provide OMNIA Partners with a Key Account Manager. The Key Account Manager will be responsible for managing Sales Support to OMNIA Partners. The Key Account Manager will also coordinate technical advice through relevant Flowbird Subject Matter Experts.

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Flowbird's nominated Key Account Manager for OMNIA Partners will be:

Andreas Jansson - Senior Vice President US Sales
1-727-471-4768 (Work)
1-727-777-2772 (Mobile)
andreas.jansson@flowbird.group

3.10 Financial Condition of the Supplier

Flowbird is very financially stable, with revenue coming from hardware and software solutions provided to various markets, along with operations/maintenance agreements that provide added value and peace of mind to their clients.

Flowbird's diverse portfolio includes:

- Parking meters and pay stations for cities, universities, Parks & Rec (e.g., National and State Parks) and transit agencies
- Electronic validators for transit agencies used on and off board buses, streetcars, etc.
- Mobile payments for parking and transit
- Digital services (e.g., cloud-based reporting, digital permits, electronic validations)
- Cloud hosting of client financial and operational data
- Operational support services including day to day maintenance of parking and transit equipment, warranty and preventive maintenance services, as well as city and end user support via phone, email, and chat

Flowbird has systems in over 80 countries worldwide and is always entering new territories to expand their reach. Flowbird clients include some of the largest agencies

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in the world and they provide valuable services to millions of users each day. This proven track record and stability makes Flowbird a very strong partner for cities across the globe.

3.11 Suppliers Safety Record

Flowbird takes the matter of occupational health and safety very seriously. Extensive processes and procedures have been put in place to ensure the chances of accident and injury are minimized. We have, together with our partners, worked on many parking and transit fare collection systems and understand the likely risks and how to manage them. Flowbird has an excellent safety record working with our customers over many years.

Best practice requirements for Health and Safety Management will be applied through the design, development, supply and maintenance of Flowbird supplied systems. Flowbird will monitor and review safety information to ensure that a continual understanding is maintained of risks and how they may be mitigated.

Flowbird will identify, analyze, monitor and review risk factors that may affect our ability to satisfy our customers and stakeholders, as well as factors that may adversely affect the stability and integrity of supplied systems.

3.12 Technology Used to Support the Contract

Flowbird will use a range of technologies to support the contract. Flowbird has a national presence meaning that support can be provided to customers across the US. As such, Flowbird provides a range of services and technologies to support contracts:

- Flowbird has a sales team which can be readily contacted via E-Mail, Telephone and Mobile. The sales team provides a key point of contact within the Flowbird organization
- Flowbird provides extensive product and sales information in electronic form which can be readily transmitted to customers
- Flowbird provides extensive training services which can be delivered to OMNIA Partners or directly to customers. Training can be delivered in person or via Webinar sessions remotely
- Flowbird has an extensive service organization with a Telephone Help Desk which is available to customers with specific issues or questions once a system is live
- With tight security controls, the Flowbird Service Team has access to back office systems customers are using since this is provided on a

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Software-as-a-Service basis. These back office systems control and monitor live systems in the field making the job of analysis and update of systems remotely much easier

- The customer can, of course, purchase products from Flowbird through OMNIA Partners should this be a preferable option to them. All communication can then be limited to Flowbird and OMNIA Partners.

3.13 Suppliers Products, Software, Systems and Service Offering

3.13.1 Handheld Enforcement Computers

Flowbird is not proposing to supply OMNIA Partners with handheld Enforcement Computers. This is not a product Flowbird manufactures.

3.13.2 Parking Meters

The following sections describe the Parking Meters supplied by Flowbird. Details of each type of Meter are provided together with payment types accepted.

The Parking Meters are configured via the Flowbird Parking Back Office. A description of the Back Office is provided in Section 3.13.6 Parking and/or Meter Management Systems.

Meters can be configured remotely with different rate information for a variety of scenarios including the period of the year or week, special events, hour, location, min/max periods allowed, and progressive or regressive costs for a unit of parking time that increases or decreases.

3.13.2.1 MAX Meter

Flowbird's MAX meter is unique in the industry. One MAX meter covers two parking spaces. This allows for a large cost savings to parking organizations who have dual space meters today. Using one meter rather than two allows clients to:

- Reduce upfront purchase cost for meters
- Reduce operating and transactional expenses
- Achieve greater efficiency relative to short-term parking regulations and enforcement

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- Enhance customer accessibility as a result of multiple payment acceptance methods
- Update current parking meter technology with the greatest available
- Reduce service calls and customer complaints due to malfunctioning equipment
- Lower maintenance and repair costs

MAX features include:

- Larger Solar Panel: Capture more sun to boost uptime.
- Aluminum-Alloy Exterior: Protection from weather resistance
- LED Alerts: Front and rear colored LEDs indicate meter pay status and flash operational alerts
    - Digital Alerts: Email & texts ensure rapid response to alerts.
    - Remote Programming: Wireless software and configuration updates maximize uptime and revenue.
    - Coin Validator: Infrared coin jam detection alerts maximize uptime.
    - Power: Redundant battery and solar power systems maximize uptime and profit
    - Security: ID cards provide 3 levels of access for meter configurations, service, or collections
    - Communications: 3G/4g modem wireless connectivity

3.13.2.2 CWT Paystation

3.13.2.2.1 Physical Security and Lock

Flowbird CWT pay stations consist of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the collection door is made of 304 stainless steel, reinforcement is not required.

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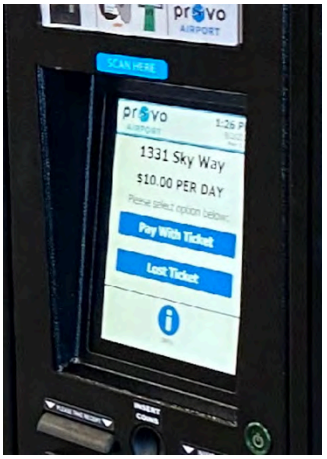
CWTs have a 4-Point locking solution ensuring maintenance and collections teams have access to the appropriate cabinet section. The upper section, lower section, collection door and vault are keyed differently. The upper and lower compartment doors have 4 locking hooks that connect the door to the compartment. Manual and electronic locks are supported. Credit card reader is recessed, prohibiting skimming devices from being attached. Door hinges and seams are internal and tight to prevent the CWT from being pried open. Locks and bolts are out of public sight.



When the cabinet door is opened and/or the coin box is removed the meter will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector.

Vibration and shock sensors are offered as an option. If the sensor is triggered, an SMS/email is generated notifying the sensor has been triggered.

3.13.2.2.2 External Shell Frame

The CWT pay station cabinet is made with 304 stainless steel. This particular stainless steel adds protection against corrosion to many chemical corrodents, industrial atmospheres and marine environments. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This provides additional protection against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials.

The CWT consists of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the CWT collection door is made of 304 stainless steel, reinforcement is not required.

3.13.2.2.3 Display Screen

Flowbird offers 3 display options for the CWT:

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- 9” Color Touch Screen. The color touch screen moves all controls on to the display allowing for very flexible interfaces maximizing the potential of the pay station to do things beyond parking.

- 7” Color Screen, the color screen provides all the benefits of the monochromatic screen but adds the ability to add visual cues (such as font customizations and images) and incorporate videos into the user interface. Videos can be used to display instructions on how to use the pay station, a welcome message or commercials.

- 6.5” Monochromatic Screen, the monochromatic screen was traditionally used for parking operations. The screen options provide a dynamic flow and the option to display all rates and information on the display to minimize printed information on the meter.

3.13.2.2.4 Solar Panel

For coin/card CWTs, the solar panel is flush with the top of the meter and invisible to anyone under six feet. This both maximizes its exposure to sunlight and minimizes any negative effect on the meter design as well as the possibility of vandalism or theft. Flowbird uses a commercially available 12V 75AH recyclable sealed lead acid battery that usually lasts between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel.

3.13.2.2.5 Key Pad

The 6.5'' monochrome screen and 7” color display includes an external keypad. The key pad has six Piezo-type action buttons under the display. Up to 42 additional button locations support alpha-numeric on the front of the meter. All button functions are programmable at the meter. The top six action buttons are generally used for Enter, Cancel, Rate Selections, Credit, Debit, Language selection, and Help information. The 42-button alpha-numeric support is generally used for space number and license plate number input. The Piezo keyboard plays an audible sound when buttons are pushed.

The keypad is also tamper, weather, and corrosive resistant. CWTs proved exceptionally durable during rigorous testing. Our meters are able to withstand various climates. These include the arid deserts of Southern California; the humid coastal communities of Florida; the “four seasons” climates of the Midwest and Northeast, and the extreme winter conditions of Montreal and Quebec, Canada.

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The 9” color touch display does not offer a Piezo-type keypad. The key pad is incorporated into the display. The appropriate keys pad and buttons display depending on the information presented. Example: Home page may display information about rate structure and parking. A button will display informing the user to hit the button to continue. The next screen may ask for the license plate and will display the keyboard for the user to enter their license plate.

3.13.2.2.6 Openings on Pay Station such as CC/Coin/Cup

The Flowbird CWT pay stations meet current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and does not require tight grasping, pinching or twisting of the wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker.

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. The credit card (CC) reader is flush-mounted with no part of the reader protruding outside the cabinet, this design limits the insertion of a credit card skimmer.

3.13.2.2.7 Coin Slot and Acceptor

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. Non-programmed coins or anything metallic that is inserted will be directed to the coin return bowl, and not be found in the vault. The CWT pay station uses a free fall coin acceptance system to minimize the possibility of jamming of the unit and to reduce necessary maintenance, overall, on the system.

The CWTs are able to accept up to 16-coin denominations through our coin shutter/validator, which accepts coins that have been programmed to be valid payment options.

3.13.2.2.8 Cash Vault Compartment

CWTs are equipped with a secure vault locking system. The vault system is located behind the outer door of the bottom cabinet which is secured with reinforced steel. The vault door is made of armored steel. The lock is an advanced, four-point locking point system. Flowbird offers an electronic lock option giving clients more control in the collection process. When the coin box is removed, the pay station will send a notification to all valid recipients via text message or email.

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The coin box can only be opened with a collection key and is closed to the collector. To eliminate the possibility of skimming, it can only be opened once. No maintenance or safety requirements are needed for the vault locking system.Coin canister can hold 3,000 coins or up to $650.

3.13.2.2.9 Printer, Paper and Payment Receipt

CWTs are equipped with a thermal printer using direct thermal printing to generate characters, symbols and graphics. Printed receipt design is configurable and supports both landscape and portrait layouts. Paper options include security features such as foil and unique numbering to defend against counterfeit and duplicate receipts.

The printer module consists of the printer and the paper supply roll. The printer module is positioned on a vertical main assembly plate that can easily be removed for repairs or if the printer is no longer required (electronic receipts). Electronic receipts such as email and SMS text are supported.

3.13.2.2.10 Battery

CWT pay stations use a commercially available 12V 75AH recyclable sealed lead acid battery that usually lasts between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel. Battery is located in the lower cabinet and can easily be removed for battery replacement.

3.13.2.2.11 Temperature and Moisture Specifications

Flowbird pay stations have proven its ability to withstand extreme conditions in varying climates. Flowbird pay stations are installed in areas with harsh environmental factors (United States, Canada, Sweden, Norway etc.). The pay stations are not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. CWTs are rated to work in 99+ percent relative humidity and at temperatures up to 140º F and down to -22º F. CWTs protected LCD screen is tamper, weather and corrosion proof. The keypad is also tamper, weather, and corrosive resistant.

Components are dipped in conformal coating which protects the components from moisture. All Printed Circuit Boards (PCB) used in CWT pay stations are protected with a double solder mask lacquer (min 25 my) to shield certain areas, such as edge connectors from solder wetting. The PCB is then coated with an ultra-low viscosity, one-component silicone, which cures, at room temperature, to an elastomeric rubber upon exposure to humidity in the air. This product has a quick surface cure that is non-corrosive to metals, including sensitive metals such as copper, emits no harsh

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odors during curing and has good adhesion to a wide range of substrates. The cured material has superior anti-reversion properties, excellent resistance to various and extreme temperatures, electrical insulation properties, weather ability, water resistance and is ideally suited for general-purpose adhesive sealing, potting and coating of electrical and electronic parts. Coating used: TSE3991 CU.

3.13.2.2.12 Cellular Communications

CWT pay station modems utilize 3G/4G technology. Pay station supports up to two modems, supporting different carriers. Alternatively, Flowbird has access to multi-operator SIM cards.

CWT supported modems support multiple mobile internet speeds such as 4G LTE, 4G, 3G and 3rd party coverage.

CWT pay stations have the ability to process transactions when offline. When communication is restored, transactions are processed. Enforcement can access a pay station and print a list of transactions processed to assist with enforcement until communication is restored.

3.13.2.2.13 Payment Options and Payment Ability at the Pay Station

Payment methods supported include coin, bills, credit card, smart card (magnetic stripe and RFID), coupon codes, eValidations, tokens, and contactless payments. Additional hardware may be required depending on the payment products selected.

Flowbird has achieved certification as a PCI Level 1 Service Provider. Our EMV readers are level 1 and level 2 certified.

Coin acceptor supports multiple coin combinations. Standard US coin denominations include $0.05, $0.10, $0.25, $0.50, $1.00. Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

The Card\Credit card reader supports the major credit card brands such as Visa, MasterCard, Discover, American Express, Diners Club. The reader is dual directional. Smart Cards are reloadable cards. This is a great alternative to a credit card.

Coupon codes can be created and provided to an individual or group for free or discounted parking. Codes can be created by date range, time and number of uses.

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E-validations can be used by merchants or third parties to provide free or discounted parking. The license plate is recorded on a tablet, smartphone or computer and a parking session is automatically started. There is no need to go to the pay station.

3.13.2.2.14 ADA Compliance

The CWT meets current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and does not require tight grasping, pinching or twisting of the wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

3.13.2.2.15 General Pay Station Design and Features

CWT components are “plug and play”. As part of our on-site training, technicians will be providing detailed training on trouble-shooting and replacing components. The majority of our customers perform their own preventative maintenance including changing out components. Components can be changed out in a matter of minutes. No proprietary tools are required. A socket wrench and screwdriver are all that is required.

CWTs are able to self-diagnose and send alarms in real-time to the back office; alarms will also alert designated parties via text or email. Pay station components are flush mounted to the door and to the back of the meter.

3.13.2.3 Strada Pay Station

3.13.2.3.1 Physical Security and Lock

The Strada is manufactured using heavy grade steel, with the collection vault door constructed of additional steel plates. The Strada’s housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine. Like other sophisticated devices where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance, and reduces vandalism from strikes and graffiti, thus providing greater overall durability.

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All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cataphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and is specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area. The collection area is separate from the maintenance area and its own locking system.

Door alarms are integrated into the Strada so that an alert is triggered in the back-office when the maintenance or collection doors are open. The Strada also has an integrated shock detection sensor and an optional tilt alarm. Both communicate alerts to the back-office if an abnormal vibration event occurs (e.g. there is an attempt to pull the Strada from the ground).

3.13.2.3.2 Display Screen

The Strada offers two different display options –a 4” x 2.75” monochrome display and a 7” full color display screen. Both displays are graphical, allowing for the display of various messaging/fonts as well as logos. The 7” color display allows for the display of animations and GIFs to help the end user quickly make their transaction. There is enough space on either display to incorporate 6 lines of messaging (the 7” display can incorporate additional lines). The display walks the user though the transaction step by step minimizing or eliminating the need for instructional decals.

Rates are viewable on the display and they can be remotely updated, along with coinciding messages, from the back-office system. The displays are backlit and can be easily read under various daytime and nighttime lighting conditions.

The displays are recessed and protected by a polycarbonate window. The window is transparent and has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

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3.13.2.3.3 Solar Panel

The Strada is powered by a 30 watt solar panel. The solar panel is integrated within the top of the device. The Strada runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality. There is no need for multiple batteries in the machine for uninterrupted operation. The design of the solar panel allows for 4 way rotation to point the panel in the best direction towards the sunlight.

The solar panel re-charges a commercially available 12V 27AH battery. All major components have been designed by Flowbird to consume the least amount of power. AC mains power is also an option where it is available.

Changing the power source (battery) can be accomplished easily. The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It has been our experience that the battery life exceeds three years without a “bench” recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a “green” warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Smartfolio and can also receive an email or text concerning this alert. The machine will continue to fully operate in this mode.

In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a “red” flashing light indicating that the machine is out of order. The change in the battery status will also be posted on Smartfolio and sent to maintenance technicians as an email or text alert.

3.13.2.3.4 Key Pad

Strada is equipped with a customizable capacitive keypad featuring soft keys and audible indication. A key differentiator is that the overlay on the keypad can have any

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type of color or text to allow clients to provide the best user experience. The keypad allows for an easy switch between parking configurations without having to replace the actual hardware. The overlay and software are the only items that need to be changed if the client desires to change the button layout or the parking mode.

The keypad does not have any mechanical buttons and does not allow for rain, snow, dust, dirt, or sand to penetrate it.

3.13.2.3.5 Openings on Pay Station

The Strada features ergonomically designed aperture openings for the insertion of payment, coins or cards, coin return and receipt dispenser. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum. The coin entry slot is protected by a metallic sensor shutter that opens only for coins that meet sufficient metallic content standards.

The card reader is protected by a specially designed bezel with protrusions that guard against skimming devices. The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times.

The coin return cup is protected by a moveable cover. This keeps foreign objects out, yet provides access to returned coins. The receipt cover is see-through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

3.13.2.3.6 Coin Slot and Acceptor

The Strada can distinguish between up to 14 different coins and/or tokens, including nickels, dimes, quarters, Susan B. Anthony dollars, Sacagawea dollars, and the new presidential golden dollar coins.

The Strada pay station features a patented motorized coin selector and recognition system that controls the movement of inserted coins in the meter (speed, position etc.) and which is unaffected by changes in temperature and humidity. The Strada coin path is the shortest in the industry which is key to preventing internal coin theft since the selector fully controls and contains the movement of the coins from the point they are inserted in the unit. The coin speed function is carefully controlled instead of relying on gravity tests.

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The Strada selector utilizes a barrel that protects the inlet when the machine is at rest, opens the inlet to introduce a coin, directs valid coins to the coin escrow and channels foreign objects to the coin return.

The default position on the barrel is solid and therefore will not allow the introduction of a non-metallic object. This prevents the introduction of plastic, wood, cloth and other non-metallic objects from entering the coin selector. The motorized wheel also prevents the validation of coins that are attached to strings or other removable devices.

The coin validator unit utilizes both optical and magnetic detectors to determine if a coin is valid or not. The coin inlet detects when a coin is approaching. The detection of the coin signals the coin inlet to open and the sensor to awaken.

After the sensors have evaluated the representative measures of the coin's diameter, thickness, and material composition, they are compared to pre-programmed data. The main board then validates or invalidates the coin according to how well it matches this data.

If the coin is validated, the trap door opens to deflect the coin into the escrow, which can hold over 75 US Quarters. A set of optoelectronic sensors fitted under a prism checks that the coin has moved. If the coin is not valid, it is evacuated into the coin return.

3.13.2.3.7 Cash Vault Compartment

The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the vault area for coins by maintenance personnel, and vice versa.

The collection compartment features a lock that can be uniquely keyed to each vault area. The Strada utilizes a Mobile Coin Box type system where a full coin canister is replaced with an empty one. This method of collection lets you anticipate the weight of the coin canister since the weight is initially supported by the vault door during lift. The Strada coin vault holds up to $800 in quarters.

At no time during the process does the collection personnel have access to the cash contents of the machine. A separate key is required to open the sealed coin vault. A coin vault cannot be removed and re-inserted without the internal locking mechanism being opened and reset via a high security specific lock and key. This precludes any

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ability for theft. The coin container is ergonomically equipped with a handle for easy handling.

The vault door of the Strada takes up very small sidewalk space and does not go all the way to the ground which is especially important when collecting during snowy conditions. When a collection is performed, a notification is sent to the back-office system providing all details of the collection including the amount and type of coins along with the corresponding dollar amount.

3.13.2.3.8 Bills

The Strada recognizes $1, $5, $10, $20 and $50 dollar bills or any combination thereof. The ability to determine what bills are accepted can be configured via a handheld program loader at the unit. The bill acceptor is programmable onsite to accept new bank notes issued by the U.S. Mint.

All bills are accepted 4-way and in any direction.

The Strada bill acceptor has an acceptance rate of 98% for street quality bills. Rejected notes are returned to the parker.

The bill acceptor is designed with an access door on the top of the unit for maintenance personnel to clear bill jams. No tools are required to open or close the access door. Jammed bill removal process typically takes less than 30 seconds unless the note is torn. The bill acceptor has a capacity for 1,000 bills.

3.13.2.3.9 Printer, Paper and Payment Receipt

The Strada pay station is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.

The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphic/logos can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The

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font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 6,500 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on "sticky-back" paper, which works great in a Pay & Display parking application. A "sticky-back" ticket roll has 3,000 tickets. Additional security features can be added to the paper such as foil or watermarks.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.

3.13.2.3.10 Temperature and Moisture Specifications

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of –22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

All main components are located inside the housing, allowing for maintenance activity during inclement weather.

3.13.2.3.11 Cellular Communication

Strada features a 4G cellular modem with the capability to communicate with major cellular providers such as AT&T, T-Mobile, and Verizon. A unique SIM card is provided with each Strada allowing the modem to wirelessly communicate everything that

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happens at the Strada (e.g. transactions, alerts, alarms) to the back-office parking management system.

The modem allows for two-way wireless communication in order to remotely send updates such as new rates, policies, messages to the Strada as needed.

3.13.2.3.12 Payment Options and Payment at a Pay Station

The Strada unit can be configured to accept coins, tokens, credit cards, and smart cards. Strada can be equipped with a contactless antenna to allow for NFC payments such as Apple Pay, Samsung Pay, etc. We can also provide a system for you to create validation codes that are accepted at the Strada.

Credit card data is encrypted at the pay station level. Credit card transactions are processed in real-time and the Flowbird system is PCI Level 1 v3.2 certified to ensure the highest level of security. The Strada card reader is PA-DSS certified and EMV certified.

3.13.2.3.13 ADA Compliance

The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Flowbid undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.
For U.S. requirements, this means all controls and client interface points are located at 48” or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

Per the ADA Federal Guidelines:

- 308.2 Forward Reach.
- 308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

3.13.2.3.14 General Pay Station Design and Features

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals. The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

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Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability. Typically the equipment has the following main sub-assemblies:

- Main board with data pack
- Coin selector
- Card Reader
- Printer
- Modem
- Display

Access to the components can be tracked via the back-office system utilizing a maintenance card option or through integrated electronic locks.

Installation of the Stradas on-street or in surface lots is simple as it requires no electrical hookups. Typically the Stradas are anchored to existing concrete with 4 wedge anchors. The Stradas are installed and manufactured to be ADA compliant. The Strada has an integrated sensor to detect vibration and sends vibration alerts to the back-office system.

The Strada housing, components, and coin boxes can be equipped with barcodes/RFID tags to support inventory tracking.

3.13.3 Smart Parking Displays

Flowbird is not proposing to supply OMNIA Partners with smart parking displays. This is not equipment which Flowbird manufactures.

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3.13.4 Mobile Parking Application (app)

The Flowbird powered mobile app will be easy-to-use and will be downloaded from the App Store or the Google Play Store. It also includes a companion customer web portal. The solution provides many features, including:

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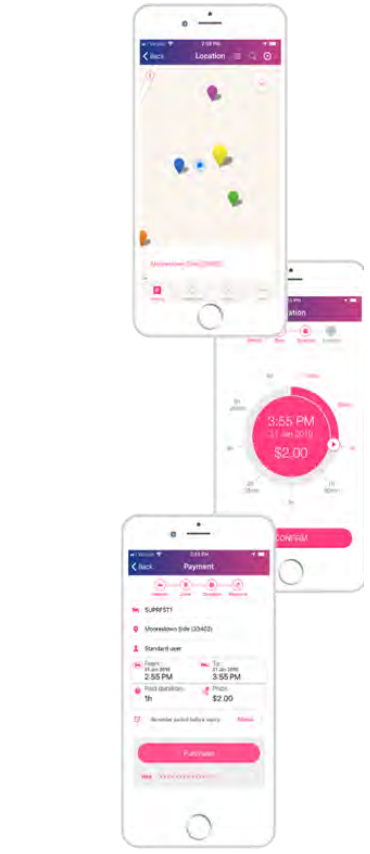
- Payment and account management through iPhone, Android, mobile web, or desktop web Password protected access but integrated with Face/Touch ID so users do not have to memorize their password to access the system on the mobile device.
- Unlimited number of plates can be entered into the system per user
- Multiple credit cards can be on file for each user
- GPS based, no need for the end user to type in a meter or zone code. They just select the location from the map provided in the app.
- Time expiration notification with ability for the end user to customize the alert time
- Extend from anywhere up to the maximum time limit
- Expiration alerts and time extension from the Apple Watch
- Bookmarks feature saves your favorite parking locations to make transactions quicker for users that always park in the same locations
- Find my car feature provides walking directions back to the location where the end user made his/her original transaction
- Validation codes option allows the county to distribute validation codes to app users, so they do not have to pay for parking
- Real-time parking availability display
- Off-street parking reservations (optional service)
- Fleet management system allows businesses to enter one credit card for the whole fleet of vehicles
- E-wallet allowing users to load up money on an account and save money on transaction fees



3.13.5 Enforcement and/or Parking Meter Software Systems

Flowbird is not proposing to supply OMNIA Partners with an Enforcement Application. This is not a product Flowbird manufactures.

The Flowbird system is designed to be open and uses APIs (Advanced Programing Interface interface with hardware and external systems such as Enforcement systems.

Flowbird is consuming third party APIs in order to interface with a variety of fare collection management systems.

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Flowbird uses our own APIs to communicate from devices back to the Flowbird Hub. The Central System service then communicates with third party centralized fare collection systems via consumption of their APIs.

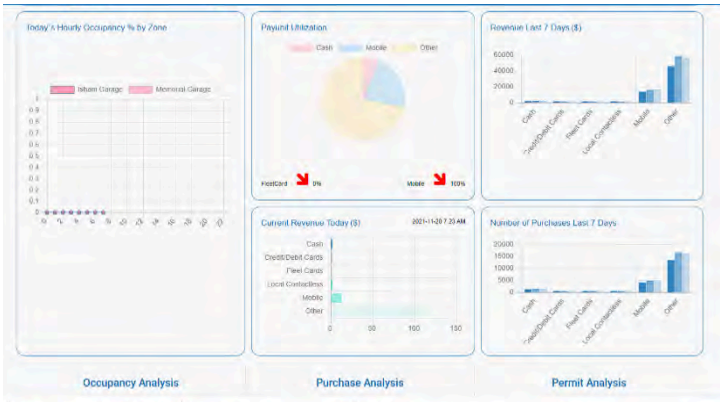
Flowbird has extensive experience integrating with third party vendors and agencies. We also are able to consume Third Party APIs. To that extent, our hardware and Flowbird Hub platform currently do or will integrate with APIs from several partners including:

- Risetek
- ParkLoyalty
- Duncan Solutions
- Tagmaster
- OmniQ
- Cardinal Tracking
- Complus
- CivicSmart
- Conduent
- Data Ticket
- EDC AIMS
- Genetec
- Gtechna
- Kelley & Ryan
- Schweers
- Passport
- T2 Systems
- Turbo Data
- United Public Safety
- Vigilant

Our previous experience integrating these back Office system APIs makes us confident in integrating with other systems in use.

3.13.6 Parking and/or Meter Management Systems

Flowbird meters/pay stations communicate via wireless two-way communication with Flowbird's powerful back-office parking management suite which provides data/financial management solutions. The system is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. The Flowbird back-office manages the information to and from the meters and redirects it to the customer via a password protected, web-based interface.



Everything that occurs at a pay station (status check, collection, maintenance operation, transaction, etc.) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze. Flowbird app transaction activity is also included

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in our back-office reporting suite. The back-office system allows for remote changes to pay station rates, messages, and ticket layouts.

Using the web interface, you can view all sales data in many different forms. For instance, you can view transactions by meter number, by group of meters, by type of transaction, or by type of user. The system allows for the integration of non-meter payments such as mobile payments so clients have a more complete view of their parking system. Additionally, payment data can be integrated with citation issuance and LPR systems for fast look ups of space and plate numbers.

You can monitor the status of your meters using Flowbird's web interface because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different forms, making it easy to put a maintenance schedule together. The system can also send specific alarms right to your cell phone to alert you of a problem immediately.

Flowbird's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides for high security encryption protocols when the credit card is read at the card reader. The encrypted card information is then transmitted through our PCI compliant gateway to your transaction service provider/clearing house.

Flowbird WebOffice is a complete suite of services developed and managed as a fully hosted service. Flowbird WebOffice manages the information to and from meters, pay stations, mobile apps, third Party services and redirects it to our client's web-based interface.

3.13.6.1 On Street Occupancy Management Tool

WebOffice supports on-street paid occupancy, by creating parking zones. This feature supports all transactions made in the city tied to that zone. This includes transactions made in the Flowbird Pay stations, Single Space meters and Mobile Payments (Flowbird or other providers, including multiple providers) or other transactions that are sent to WebOffice on the transaction live data import interface. The transaction is a live data import interface that allows the import of transactions to either show under

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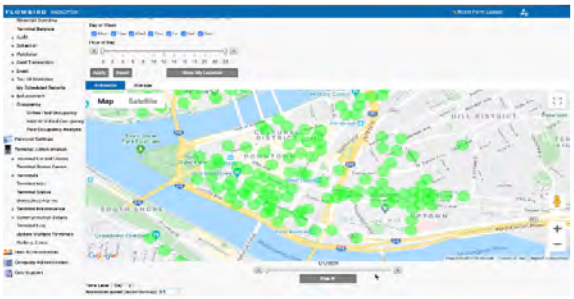
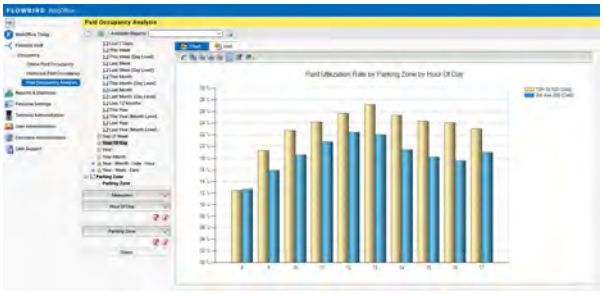
a Flowbird physical pay station or single space meter as pay unit, ‘Mobile Payments' are under a separate virtual device / Asset.

The parking zone is configured with the number of parking spaces in the zone and then connected to the physical and virtual pay stations.
The data can be reviewed in the live occupancy module, historical occupancy module or used by external systems by using the live data export API.



Example of historical overview of paid parking occupancy



Example of paid parking occupancy analytics in WebOffice by parking zone and hour of day.

3.13.6.2 WebOffice Data Hub

The Data Hub collects and stores all the information of the FWO system. Data entry and exports are available through a micro services architecture amongst which we can name:

- **Occupancy Pull interface:** this interface allows 3rd Party users to access occupancy data. Those data are pulled by the third-party services
- **Citation interface:** This interface is used by citation / enforcement company to check transactional information, typically if a plate has paid and for which period of time. This interface is extensively used by most if not all the enforcement / citation company in the US including Passport
- **Citation importer:** This interface allows to collect the citation payment information to be able to offer a single repository and dashboard beyond the MPP and Kiosks payment transactions
- **Transaction importer:** This interface allows to collect all the payment information from third Party vendors including other MPP App, Kiosks or Single Space Meters (SSM). This interface is already widely used in the US to aggregate other MPP and Kiosks/SSM providers.

For all the importers above, transactions generated by other vendors or systems are imported live into the Flowbird systems. The live data import interfaces allow the import of transactions to either show under a Flowbird physical pay station, as pay unit 'Mobile Payments' or under a separate virtual device / Asset.

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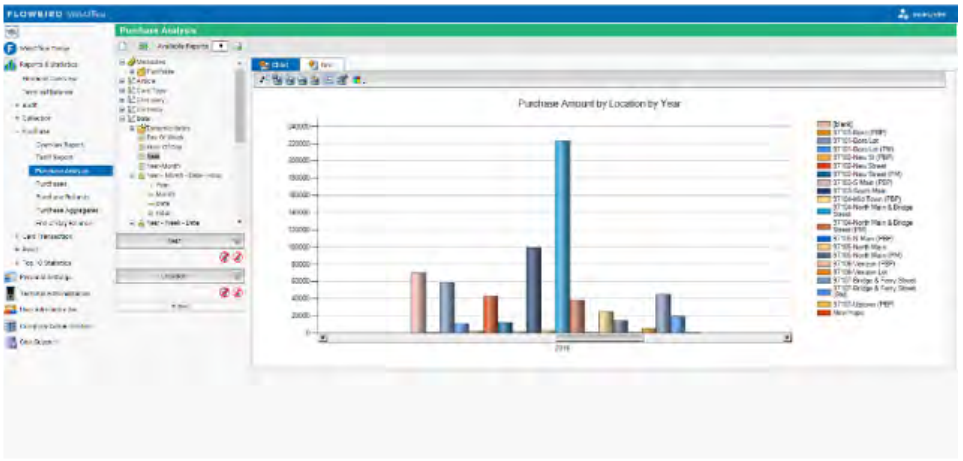
All transactions have the same attributes for data integrity and reporting, this includes when the purchase was created in a terminal or an app (several App imports are supported), what the purchase interval is, when it was created in WebOffice and the delivery delay to send the data to the external enforcement system.
This is created to allow the operator to have one view to monitor if there is any latency between the systems. The user in WebOffice can customize the view by using the wrench in the top right corner to add data attributes or sort the order of the column. The user also has the option to save views to be allowed to easily switch between views with different data columns in them. Saved views can be scheduled for email distribution.

3.13.6.2.1 Reporting

Flowbird WebOffice offers an enhanced reporting package that can be complemented by an external BI tool. Using the web interface, you can view all sales data in many different forms. For instance, you can view transactions by location number, by zones, by type of transaction, or by type of user. Payment data can be integrated with citation issuance and LPR systems for fast look ups of space and plate numbers

Custom reports can be created via the analysis function. The analysis function is a very powerful tool for refining statistical data and looking at the information from different perspectives. The technology used to process and present the information is OLAP (online analytical processing). The analysis function is available for collection, purchase and event data.

Some typical reporting views are represented below:



Transaction payment by locations

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Aggregated sales for a 7-day period. The time period is adjustable

The Dashboard functionality equips users with up to date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not measuring it.

FWO offers several reporting options. Each option allows for varying levels of flexibility in developing a report and the Flowbird implementation team will assist you in setting up the reports needed.

Standard Reports are predefined reports allowing the user to define parameters. Reports are broken down into categories such as Financial Overview, Terminal Balance, Collection, Purchase, Card Transaction, Event, Top 10 Statistics, and Scheduled Reports. Examples of standard included reports are Current Maintenance Action Required, Terminal Out-of-Order, Communications Problems, Maintenance Performed in the last seven days, Cash Collections for the last seven days, Cash-In-Terminals currently, Consumables Status (paper and batteries), Parking Activity (number sold and dollar amount), Ticket Sales Analysis, Transactions by Payment.

3.13.6.2.1.1 Dashboard Reports

The Flowbird Back Office allows users to create custom dashboards to provide information specific to their needs. The following represent examples of typical dashboards which have been created.

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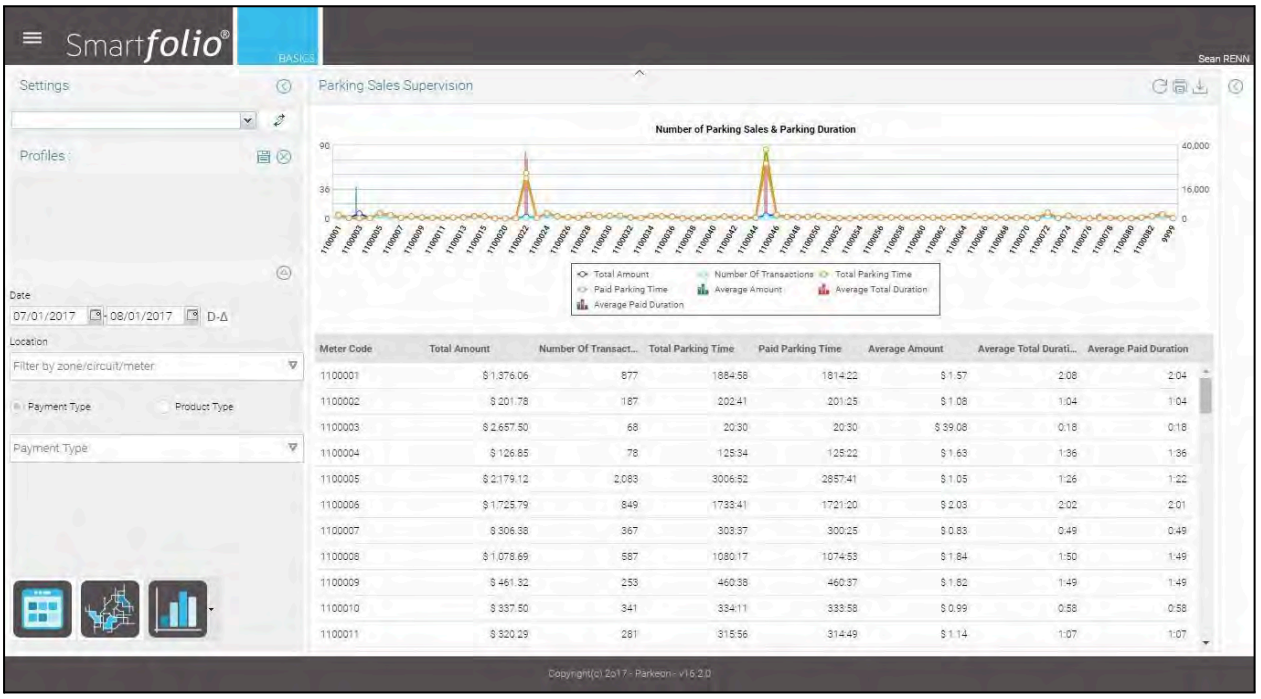

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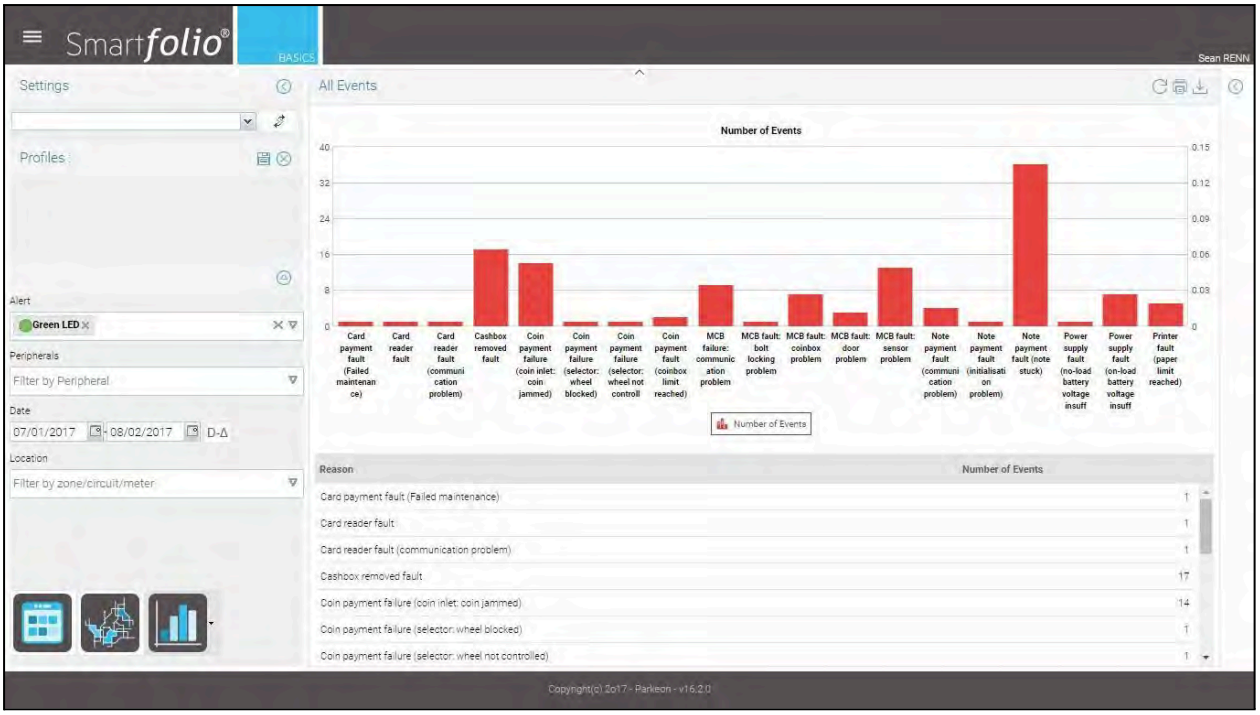

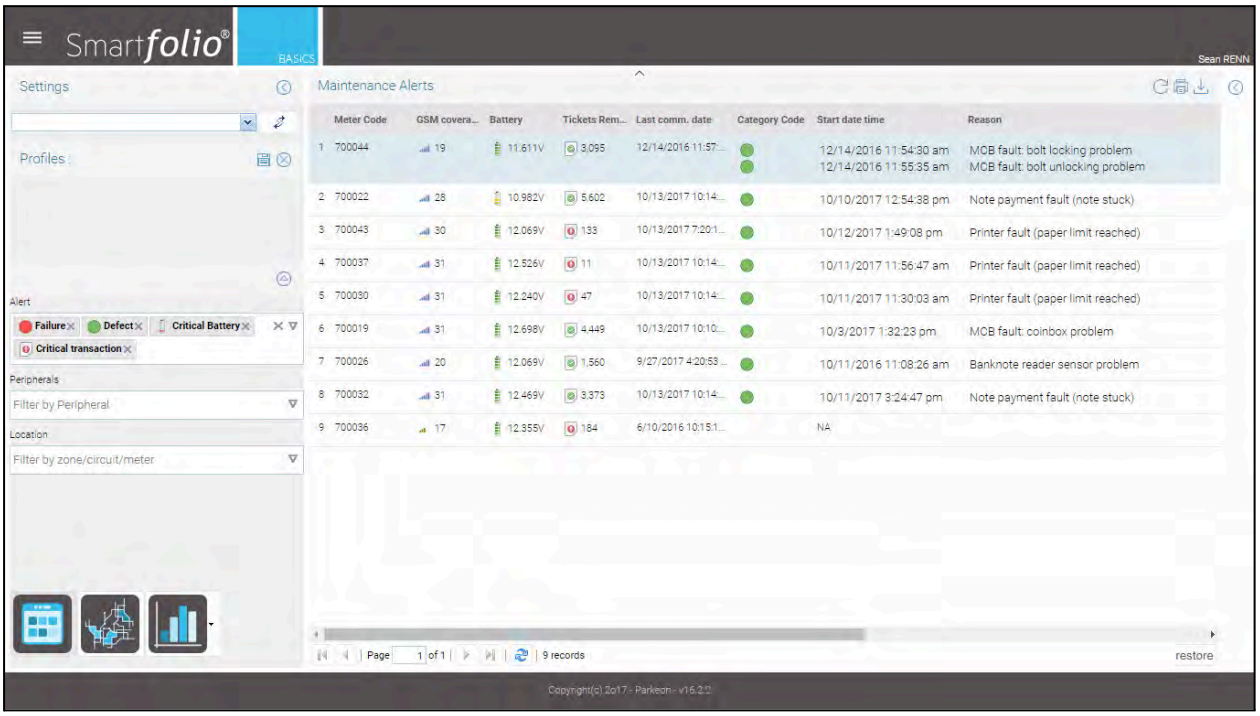

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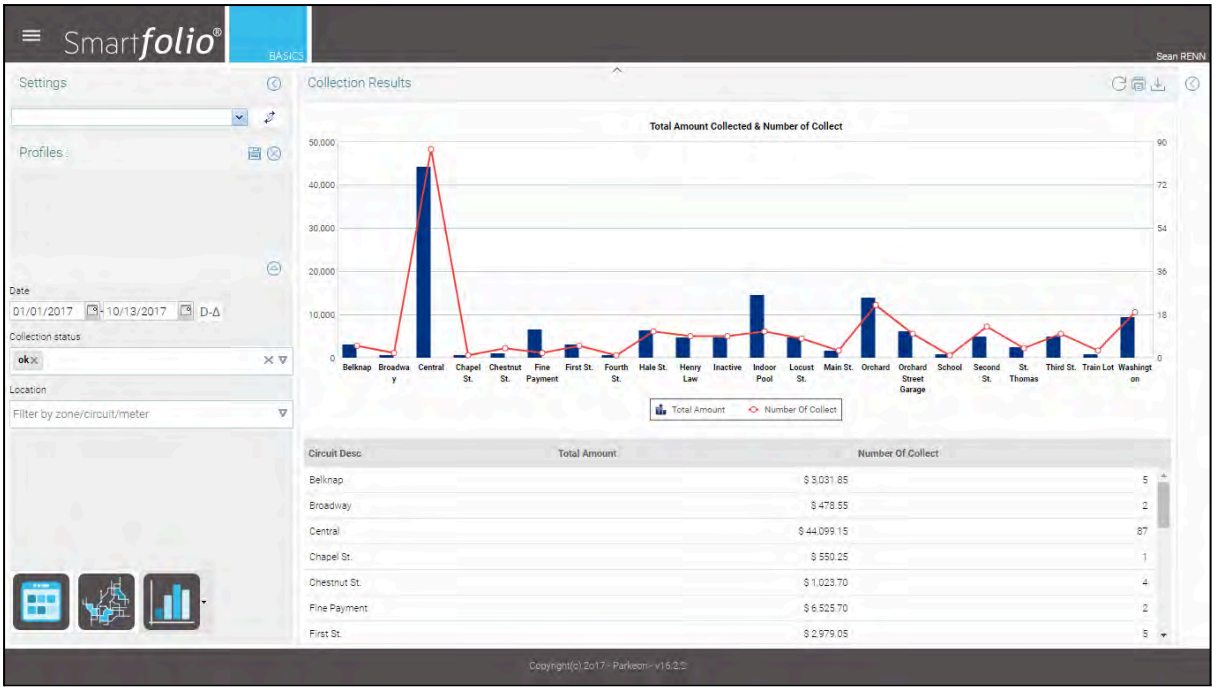

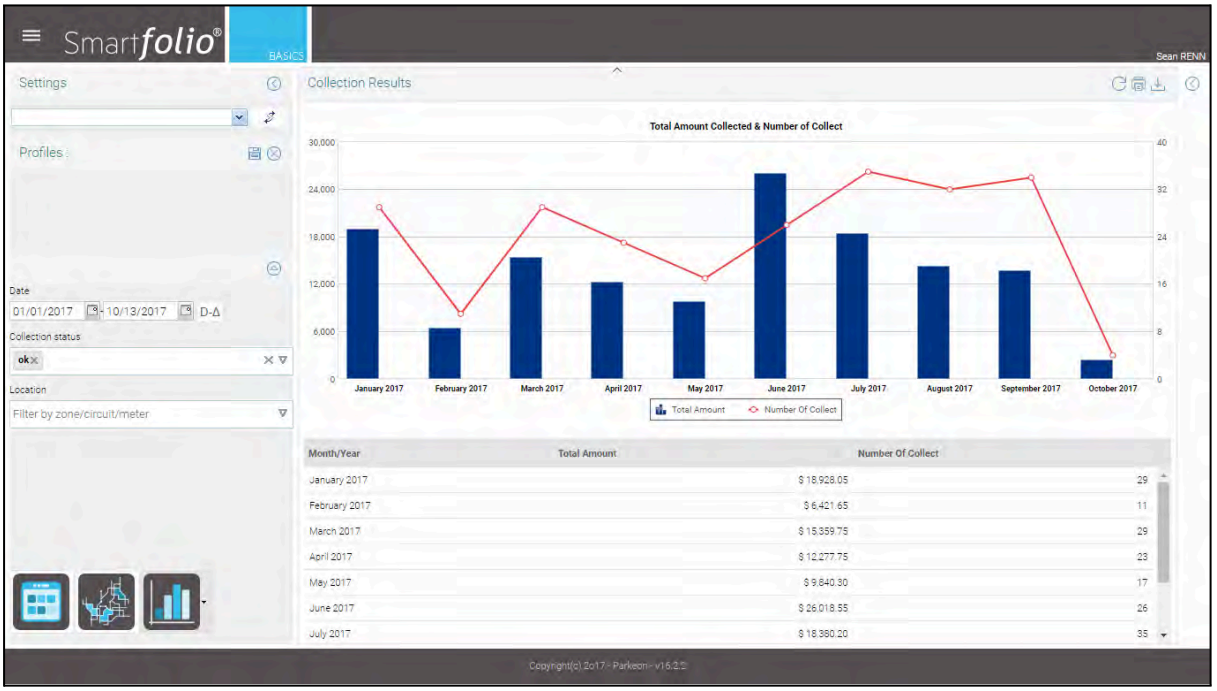

3.13.6.3 GeoManager

GeoManager is a tool to configure parks and visualize geographical objects. The goal is for the users to have an overview of their park with all geographical data and the ability to manage it easily using an operational map and simple creation/ edition forms.

Geo Manager offers a CDS interface to import Third Party information using the latest standards of the industry.

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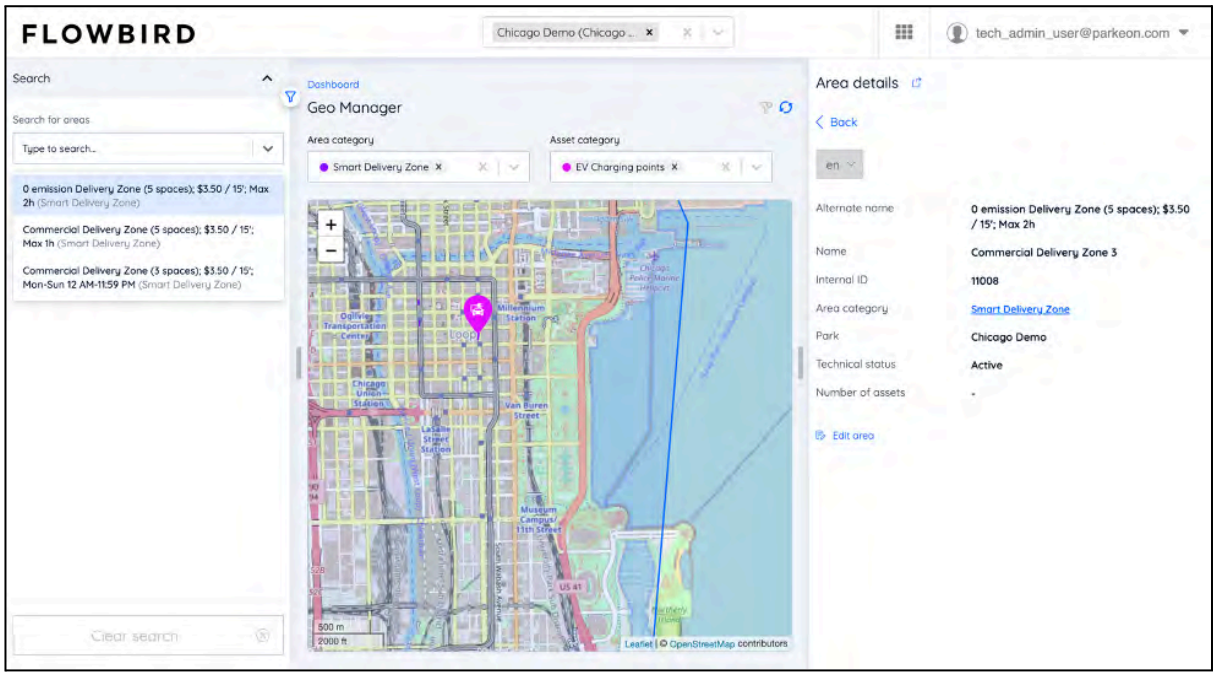
Geo Manager leverages a Curb mapping solution using a multi-layer template architecture. An illustration of Geo Managers is provided below:



3.13.6.4 Data

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and has regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

To ensure security of the wireless information, Flowbird uses a RSA 2048-bit encryption on any sensitive customer data.

Flowbird WebOffice (FWO) is accessible to those with a valid username and password. FWO's user administration allows for user roles. User roles determine what FWO functions a user will have access to. Typical user roles include enforcement, finance, pay station maintenance and administrator. Once roles are defined, user accounts can be created.

Alarm(s) are created in FWO alerting particular staff of the alarm(s). Alarms can be text, email or silent. FWO supports over 80+ alarm events. Alarms notification is configurable by each user. A sampling of alarms include door open, coin fishing attempt, vibration detection, and pay station not responding.

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3.13.6.5 Rate Package Capabilities

FWO rate management functionality is displayed in the form of a standard week (Monday – Sunday) calendar. The calendar shows the standard rate structure for a given day and time. Exceptions to the standard rate schedule can be defined by date allowing for special rates such as event parking or free parking for holidays. The exceptions are automatically communicated to the CWT pay stations and rates are adjusted accordingly.

Rate management functionality can also be used to implement new rates on short notice. For short notice updates the back office uses the new remote management feature to communicate with the CWT pay station over cellular connection triggering the pay station to contact the back office and retrieve the new rate or command to execute.

3.13.6.6 Communications

Because of the properties of GPRS technology, communication is always initiated by a heartbeat pulse sent from a terminal. If, for instance, a schedule is set so that the coin collection balance should be retrieved each Monday at 12 pm, the file transmission will start at the first heartbeat after 12 o'clock.

Event information, such as warnings and alarms, are reported automatically by the terminal either immediately as they occur or after a certain delay set in the terminal. Pay station job history logs are obtained under Terminal Administration.

3.13.6.7 API to Outside Data Warehouse

Flowbird offers both live and batch data exports. Information exported includes purchase, event, collection and file repository (batch export only). Data is exported in XML format and is requested by calling web services. The exported XML files are compressed to a ZIP file that is downloaded via an URL. All web services are documented. Manuals can be obtained from Support.

3.13.6.8 Credit Card Processing

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and has regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

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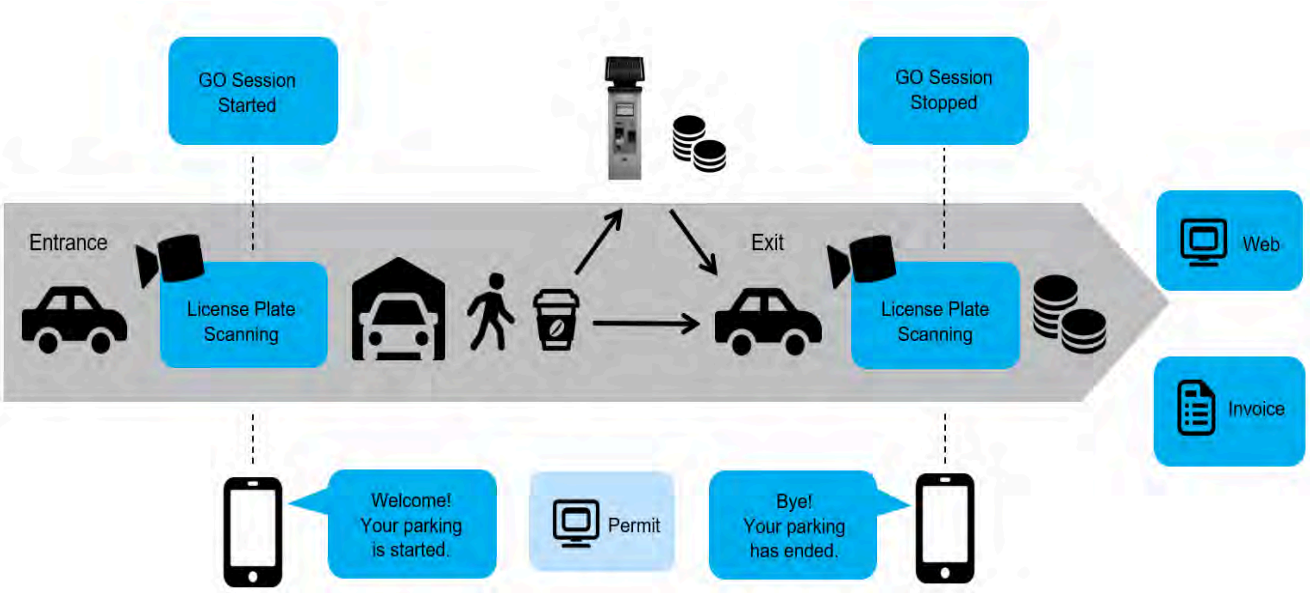
We are listed as a valid service provider for Visa Cardholder Information Security (CISP) and MasterCard Site Data Protection (SDP) programs. A detailed step-by-step process of Flowbird's CWT credit card acceptance procedure can be found below.

3.13.7 Parking Access Revenue Control Systems (PARCS)



Flowbird is very excited to offer Flowbird Go, a flexible and innovative system for access, user, and parking fee management designed for offstreet parking. Our solution's capability is endless: License Plate Recognition (LPR) via LPR technology and Flowbird's customer portal, payment, and administration. Also, it is easily integrated with external 3rd party solutions via API and, of course, as part of a command center.

Flowbird Go is centered around the Flowbird WebOffice central management platform and back office, and includes entry and exit terminals inspired by our CWT multi-space terminals. We also provide a magnetic gate that integrates into our system.

Flowbird Go+, our premier gateless solution, uses LPR technology to enforce pay-by-plate parking rates, and can include pay-on-foot stations. The Flowbird App and PaybyText provides offstreet customers choice in how they pay for parking. All data is aggregated in Flowbird WebOffice.

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FLOWBIRD GO! IS A CAMERA BASED GATELESS OFF-STREET PARKING SOLUTION.

Flowbird GO! is a ticketless and barrier-free parking solution that minimizes administration for the operator! We use ANPR technique (ANPR - Automatic Number Plate Recognition) that scans the registration number on entry and exit. The parking session is started automatically when the motorist arrives and stopped when they leave.

Flowbird GO! gives the motorist all needed information through a display in the entrance and exit.

Flowbird GO! is a reliable, accurate and cost effective solution with no need for parking enforcement officers.

Flowbird GO! integrates a short, medium or long range IR Camera, with or without overview camera setup.

Integration with Flowbird Permit is an option for a great parking solution to mix temporary parking with longer parking permits.

The motorist can pay at the parking terminal, automatically via the mobile app or just leave the garage /parking without paying. If they leave without paying they can pay on www.go.flowbird.io up to 48 hours after departure or wait until they receive an invoice.

Flowbird GO! Portal is a great tool to manage the parking sessions and create good relationship between the operator and the motorist.

The operator can handle and verify uncertain camera readings, monitor parking sessions, verify and send invoices.

PAYMENT OPTIONS
- Web payment within 48 hours
- Mobile payment APP
- Parking terminal
- Invoice

FLOWBIRD GO!
- Minimize the administration!
- Integrated with Flowbird Permit
- Easy, secure payment options
- Ticketless and barrier-free!
- No enforcement needed
- Accurate & Reliable
- Cost effective

FLOWBIRD GO! PORTAL
- Parking sessions and payment management
- Manage whitelist and handicap permits
- Invoice management
- Remote access

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HOW DOES FLOWBIRD GO! WORK?

Entrance

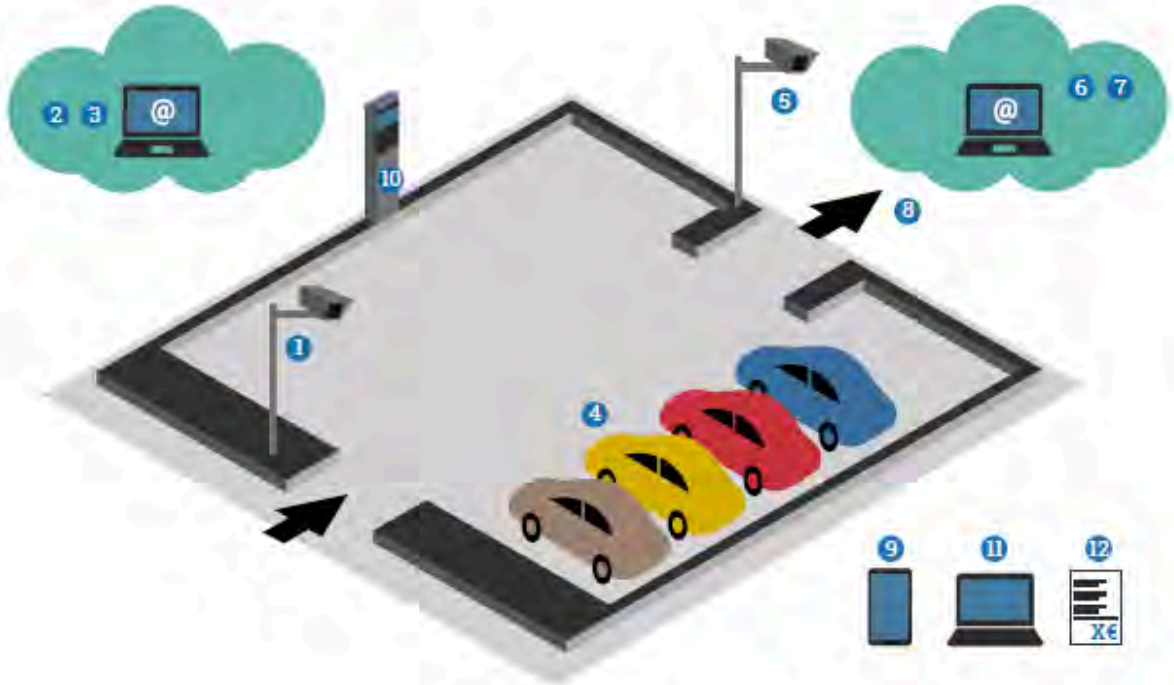
1. The ANPR camera records the registration number in the entry lane.
2. Sends the picture and provides the registration number into the database together with date & time.
3. The system checks if the registration number is connected to a valid payment option, white list or Flowbird Permit .
4. The parking session has been started.

Exit

5. The ANPR camera records the registration number in the exit lane.
6. Sends the picture and provides the registration number into the database together with date & time.
7. The system sends a confirmation against started parking sessions and if there is a valid payment option.
8. The parking session has been stopped.

Payment options:

9. The motorist can activate Flowbird GO! in the WayToPark APP for automatic payment and notifications.
10. The motorist can pay at the parking terminal.
11. The motorist can pay online at www.go.flowbird.io within 48 hours.
12. The motorist will receive an invoice if none of the alternatives above has been performed.



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3.13.7.1 Theory of Operations

3.13.7.1.1 Entry to Parking Area

At entry, the user will either obtain a ticket or scan their resident/monthly credentials to gain entry into the facility. An optional mag stripe card can also be provided to resident or monthly parkers. The gate will open for the vehicle. The motorist can park in an open spot (sections of the garage can be marked specifically for permit holders or other VIPs).

3.13.7.1.2 Pay On Foot

Before the parker goes back to their vehicle, they have the option of paying for their parking at a Pay On-Foot machine located in the parking area (e.g. near an elevator or stairwell).

The parker will scan the ticket that contains their QR code at the Pay-On-Foot machine. The parking fee is calculated. The Flowbird system can manage a variety of rate structures including hourly and flat rates. The user can then pay the parking fee with a credit card or cash. A receipt with a QR code is provided for scanning at the exit terminal to allow the vehicle to exit. The Pay-On-Foot machine(s) can also sell monthly passes if the City desires this option.

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3.13.7.1.3 Exiting the Parking Area

If a parker has obtained a validation code from a local merchant, whether they are a resident/monthly parker or a public parker that already paid at a Pay-On-Foot machine, they will present their QR code/credentials at the exit station and the gate will open to let them out.

If the public parker has not already paid at a Pay-On-Foot machine, they can pay the parking fee in lane by scanning their QR code and paying the parking fee with a credit card.

3.13.7.2 Flowbird GO Platform

Flowbird is including the Flowbird GO platform to the PARCS offering for OMNIA Partners, which provides a flexible and innovative system for access, user and parking fee management that is used in Flowbird's markets worldwide. Flowbird Go now makes it possible for clients to manage their on-street meters and off-street garages on one platform.

Our solution’s capability is endless; mobile payments, customer permit portal, payment, and administration. Also, it is easily integrated with external 3rd party solutions, and of course, also as part of a command center.

The easy-to-use interactive Flowbird Go Dashboard provides a total overview and can support multiple garages. Flowbird has adapted the user experience with, among other things, a clear acceptance process regarding condition, and registration of payment method(s). The Flowbird’s customer portal offers an equally good user experience on a computer as on a smartphone.

The Flowbird Go’s data automatically populates the management users in a command center environment. It easily integrated with the other 3rd party user systems to allow registered vehicles and see their history for printing receipts etc. Here, a flexible and clear user experience for registration, administration and follow-up is offered for the user with built-in case management that can handle items with customer service in mind.

Flowbirds offers a user-friendly customer portal that offers high accessibility regardless of whether the user uses a computer or smartphone. Flowbird also offers an easy process of scanning a QR code to facilitate the registration process. The Flowbird Go solution enables connection of 3rd Party payment solutions in the form of parking apps and payment machines for users who are not connected to automatic debiting.

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The entire system is included as part of the dashboard for the WebOffice with functionality for consolidating payments with a very high level of detail regarding presented data in list, report, and analysis form. The dashboard can also effortlessly integrate with 3rd party enforcement, reservations, and garage count monitoring systems for a fully functional real-time monitoring parking ecosystem.

A simple overview of the solution contains all central parts of the Flowbird's proposed system. The system is extremely scalable and can handle the demand of the largest clients. Each part of the system is adapted for its special purpose.

Drive S5 Entry Terminal

Key Features
- 9.7" interactive touch screen / 1024×768 Resolution
- Fully customizable – color, font, and advertising
- Touchless button for "Hands Free" entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days built in
- Enter by plate or mobile number
- Pinhole camera
- Thermal QR-Code ticket issuance (Up to 5,000 per roll)
- QR-Code reader/reservations
- VoIP intercom
- HID Reader as add-on
- Lighted Device – Green for open/Red for closed
- Fully customizable wrap or decal package

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Drive S5 Exit Terminal

- Digitized and Frictionless
- 9.7“ interactive touch screen / 1024×768 resolution
- Fully customizable – color, font, and advertising
- Touchless button for “Hands Free” entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days built in
- Pinhole Camera
- Thermal receipt paper
- QR-Code reader/reservations
- VoIP intercom Ready
- HID Reader as add-on
- QR-Code Validation/Google Pay/Apple Pay
- PCI Compliant and Fully P2PE Encrypted
- EMV NFC ”TapnGo”
- License Plate and Mobile acceptance for fee calculation
- Lighted Device – Green for open/Red for closed
- Fully customizable wrap or decal package

CWT Pay on Foot Kiosk (CC Only or Cash and Credit Card)

- 9.7“ interactive touch screen / 1024×768 Resolution
- Fully customizable – color, font, and advertising
- Touchless button for “Hands Free” entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days
- Enter by plate or mobile number
- Thermal paper receipt
- QR-Code Validation/Google Pay/Apple Pay
- PCI Compliant and full P2PE Encrypted
- EMV NFC ”TapnGo”
- Lost Ticket Issuance from Software
- Coin acceptance
- BNA side car for cash acceptance
- Fully customizable wrap or decal package

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3.13.7.3 Magnetic Gates

Flowbird can supply Magnetic Gates for gated systems. The Magnetic Gates include:

- Multifunction Controller
- 6 programmable relay outputs and 6 programmable
- with UL Safety input
- Directional logic
- Power Input 88-264VAC 47-63Hz
- Designed for 10 Million Cycles/ETL/CAN/CSA 325 Certified
- CE Certified
- Speed 1.3 sec up to 3.8 sec depending on the settings
- 3 loop detectors
- Adjustable “Gate Open” position for low ceilings or obstructions
- LED Light interface logic
- Easy installation and service (power outlet inside the barrier).
- Breakaway bolts
- Vandalism protection to prevent damage and reduce the cost of repair.
- Auto reverse feature in case an object has been hit
- Manual emergency release
- Efficient space available inside the housing for additional components
- Operating temperature range -22°F up to + 158°F
- Includes gate arm with a protective edge

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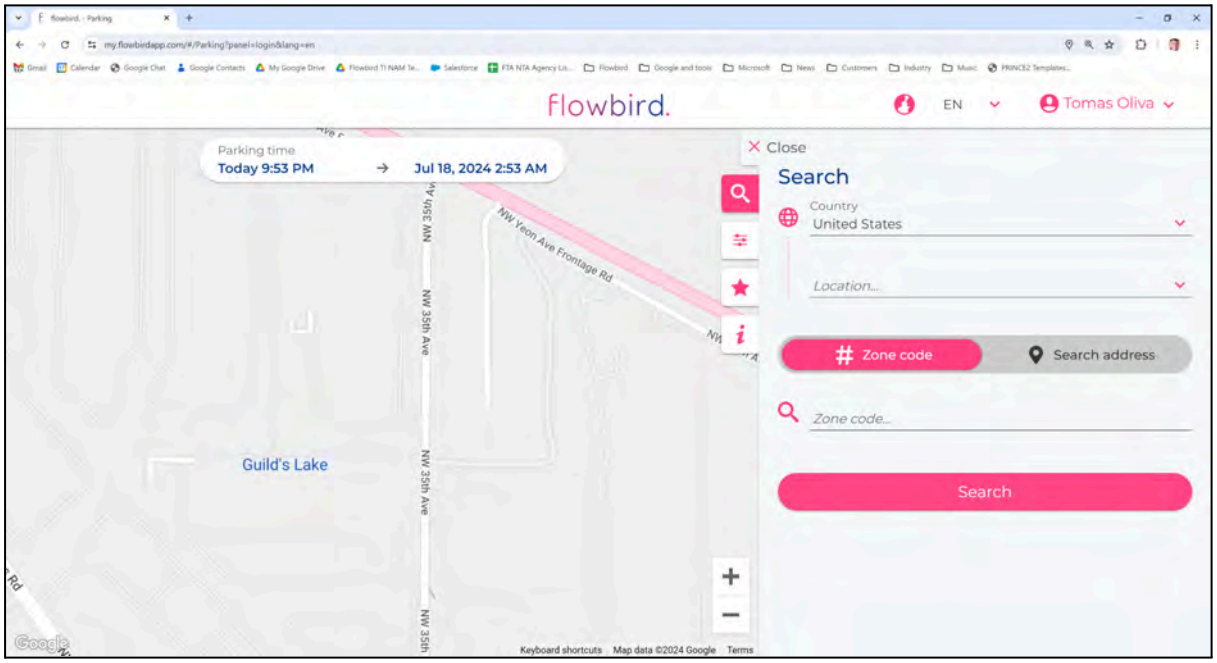
3.13.8 Mobile and/or Web-based Payment Systems

The Flowbird Mobile App has been previously described in Section 3.13.4 Mobile Parking Application (app). The Flowbird Mobile App service includes a companion customer web portal.



3.13.9 Parking and Mobility Consulting

Flowbird is not proposing to supply OMNIA Partners with parking and mobility consulting services. This is not a service Flowbird provides to customers.

3.13.10 Parking Management Services

Flowbird is not proposing to supply OMNIA Partners with parking management services. This is not a service Flowbird provides to customers.

3.13.11 Mobility and Transportation Services

Flowbird is not proposing to supply OMNIA Partners with mobility and transportation services. These are not services Flowbird provides to customers.

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3.13.12 Vehicle Sensing Solutions

Flowbird is not proposing to supply OMNIA Partners with Vehicle Sensing Solutions. This is not equipment which Flowbird manufactures.

3.13.13 Staffing Services

Flowbird is not proposing to supply OMNIA Partners with staffing services. This is not a service Flowbird provides to customers.

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4 Section 4 - References and Experience

Flowbird is the largest and most experienced global supplier of on-street parking systems. Our solutions can be found in over 80 countries around the globe. Our goal is to facilitate downtown mobility by easing traffic congestion, and helping agencies and cities promote various means of travel.

Flowbird in the US is based at:
40 Twosome Drive, Suite 7
Moorestown NJ 08057

We started our journey over 50 years ago when we manufactured our first parking payment devices. Now our systems are used more than 80 million times a week in over 5,000 cities around the world. It is the combination of innovative design, precise manufacturing, flexible software, and open architecture that has made our solutions the preferred choice for on-street parking management. Our close attention to client needs has made us partners to thousands of cities for decades.

We launched our US operations over 25 years ago, introducing the concept of on-street multi-space parking in cities such as New York, Aspen, and Portland. We proved to the market that multi-space parking meters were customer friendly – giving users additional ways to pay – and operationally more efficient – providing cities with powerful data to make critical decisions about parking rates and policies.

Flowbird employs over 1,500 team members around the world and we have an annual revenue of over $350 million. We launched our US operations over 25 years ago, introducing the concept of on-street multi-space parking in cities such as New York, Aspen, and Portland. We proved to the market that multi-space parking meters were customer friendly – giving users additional ways to pay – and operationally more efficient – providing cities with powerful data to make critical decisions about parking rates and policies. Since that time, we have expanded throughout the country, and now we have over 48,000 pay stations installed and wirelessly connected to our cloud hosted system. Over 1500 US clients trust Flowbird each day to help manage their parking and transit systems.

Flowbird currently employs over 100 staff in the USA.

While we continue to focus on producing easy to use, ultra-reliable devices, we also heavily invest in our data analytics and parking rights management platforms which

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allow cities to understand downtown parking occupancy and give them the tools to modify driver behaviors.

To complement our proven hardware solutions, Flowbird has invested heavily in digital payment services over the past eight years. Services such as e-permits, e-validations, Extend by Text, Text to Pay, and the Flowbird Mobile App have helped clients provide more ways for customers to stay in compliance with parking regulations, leading to better overall curb management.

There are over 300,000 Flowbird pay stations and single space meters installed worldwide, including more than 48,000 in the United States. No other vendor has implemented more large scale pay station projects than Flowbird.

4.1 Flowbird's Global Presence

Market Presence

There are over 300,000 Flowbird pay stations and single space meters installed worldwide, including more than 48,000 in the United States. Over 900 US clients trust Flowbird each day to help manage their parking and transit systems. No other vendor has implemented more large scale pay station projects than Flowbird.

New York, NY
14,000 Pay Stations

Chicago, IL
4,700 Pay Stations

Portland, OR
2,000 Pay Stations

Philadelphia, PA
1,800 Pay Stations

Washington, DC
1,000 Pay Stations

Austin, TX
900 Pay Stations

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OTHER RELEVANT IMPLEMENTATIONS

Minneapolis, MN
680 Pay Stations

Detroit, MI
640 Pay Stations

St. Louis, MO
600 Pay Stations

4.2 Financial Stability

Flowbird is very financially stable, with revenue coming from hardware and software solutions provided to various markets, along with operations/maintenance agreements that provide added value and peace of mind to their clients.

800M Transaction Processed

$3B Revenue Handled

99.9% Availability

4.3 Breadth of Products and Services

Flowbird manufactures a range of products which serve the parking and transit industries across the world. Flowbird's diverse portfolio includes:

- Parking meters and pay stations for cities, universities, parks (e.g., National and State Parks) and transit agencies
- Fare collection system for transit agencies including TVM, Point of Sales, Validators, Account based ticketing,...
- Mobile payments for parking and transit
- Digital services (e.g., cloud-based reporting, digital permits, electronic validations)
- Cloud hosting of client financial and operational data

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- Operational support services including day to day maintenance of parking and transit solutions, warranty and preventive maintenance services, as well as end user support via phone, email, and chat

4.4 Experience and Qualifications of Key Employees

Each member of our management team has been in the parking industry for more than a decade. Our team has gained extensive knowledge of our clients' operations and how our technology can enhance parking in downtowns across the country.

4.4.1 Benoit Reliquet - President

Benoit leads the North American region for Flowbird, ensuring that our operations in Parking and Transit are successful. Prior to becoming President of Flowbird in February 2015, Benoit was the Research and Development Manager responsible for equipment design and delivery including mechanical, electronic and software development as well as pre-sales support. Leading up to that role, Benoit held positions within the company focused on new product development and engineering, software development, and project management.

Benoit joined Parkeon/Flowbird in 1999 and has an educational background in Electrical Engineering and Computer Science.

4.4.2 Andreas Jansson - Senior Vice President of Sales

Andreas manages all activities related to Parking Sales at Flowbird. Prior to the merger of Cale with Parkeon, Andreas oversaw the US operations for Cale, including daily management of the finance, sales, marketing, production, and support teams, serving on the Cale Group Management Team since 2007.

During his ten years of experience in the parking industry, Andreas has focused on improving operational efficiency, system integrations, and the implementation of new technologies. Andreas has held several positions within the Flowbird/Cale Group, primarily focusing on IT, customer support,

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customer solutions, and product management. Prior to accepting the position as Managing Director of Cale America, Andreas served as Director of Product Management and Operations for the Cale Group, overseeing the product roadmap and product maintenance for the company's full product and services offering.

Andreas's expertise stretches across several fields including international relations, customer relations, product life cycle management, organizational skills, web-based systems, M2M-systems, business communications, and parking optimization.

4.4.3 Lionel Deperrois - Chief Operations Officer

Lionel oversees Customer Service, Project Delivery, R&D, Technical Support, and Parkfolio Support Departments for the Flowbird system in North America. His team supports an installed base of over 48,000 pay stations for over 900 client locations along with numerous mobile parking payment app deployments.

Lionel started at Parkeon/Flowbird 15 years ago in our Research & Development department and was on the team that developed contactless smart card for the SNCF rail project which includes 1,500 Ticket Vending Machines throughout France. Lionel then moved onto to manage large projects such as our deployment of 240 Ticket Vending Machines in Toronto. He has worked on various international projects in countries such as France, Morocco, Poland, Canada, and the United States.

4.5 Flowbird's Experience Working in the Government Sector

Most of the parking projects undertaken by Flowbird are with the Government or University sector. Flowbird has worked with over 600 customers across North America in the Parking and Transit sectors. Flowbird has worked with some of the largest municipalities in North America including:

- Austin, TX
- Detroit, MI
- Chicago, IL
- Indianapolis, IN
- Las Vegas, NV
- New York, NY

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- Philadelphia, PA

Similarly, Flowbird has worked with many Universities across the US including:

- Colorado State University
- Florida International University
- Harvard University
- State University of New York
- Texas Tech University
- University of California
- University of San Diego
- University of Texas

4.6 Flowbird Social Diversity Initiatives

Flowbird publishes an employee handbook which is issued to all staff on joining the company. Below are the principles outlined in our employee handbook:

4.6.1 Equal Employment Opportunity Policy

Flowbird is an equal opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, Flowbird makes all of its employment decisions based upon merit, qualifications, abilities and an individual's conduct and performance.

Flowbird will not make any of its decisions, and will not discriminate against any employee, applicant, or any other covered person, on the basis of race (including individuals affiliated with the employee for personal or business reasons, such as friends, family or colleagues), color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy), gender (including gender expression, gender identity, gender nonconformity and status as a transgender or transsexual individual), age (including discrimination against younger workers) physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information (including refusal to participate in genetic testing, and typical hereditary cellular or blood trait), marital status (including civil union status and domestic partnership status), sexual orientation or affectional orientation, or status as a smoker or nonsmoker or any other characteristic protected under federal, state or local law ("Protected Characteristic").

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This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, job assignment, promotion, compensation, benefits, discipline and termination.

Any person who has experienced or observed unlawful discrimination must immediately report the discriminatory conduct in accordance with the Complaint Procedure set forth in this Handbook.

4.6.2 Anti-Discrimination and Anti-Harassment Policy

Flowbird strictly prohibits and will not tolerate any type of unlawful discrimination or unlawful harassment. This Policy, in addition to the Company's Equal Employment Opportunity Policy, is intended to assist you in complying with this requirement.

What is unlawful discrimination? Unlawful discrimination means taking adverse action against a person (such as, for example, failing to hire, failing to promote, withholding employment benefits or advantages, or termination) because of that person's Protected Characteristic (as defined above). Unlawful discrimination also includes unlawful harassment.

Any person who has experienced or observed unlawful discrimination must immediately report the discrimination in accordance with the Complaint Procedure set forth in the Handbook.

Employees who report discrimination or who assist in the investigation of a complaint of discrimination will not be subject to retaliation, intimidation or reprisals of any kind. Any violation of this non-retaliation Policy should be reported in accordance with the Company's Anti-Retaliation Policy.

What is unlawful harassment? Unlawful harassment is any conduct directed _at a person because of any Protected Characteristic (as defined above), which has the purpose and/or effect of unreasonably interfering with that person's work performance by creating an intimidating, hostile or offensive work environment.

Flowbird will not tolerate any form of unlawful harassment in the workplace or at any Company sponsored events. This includes, for instance, verbal harassment (such as derogatory statements, slurs, jokes or threats); physical harassment (such as assault or inappropriate physical contact); written harassment (such as emails, text messages, social media, or other communications); or any other form of harassment (including

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any unwelcome behavior that is offensive, abusive, threatening, intimidating, humiliating or degrading to another individual).

This Policy applies to Company's employees, applicants, contractors, visitors, customers and any other person associated with the Company.
Any person who has experienced or observed unlawful harassment must immediately report the harassment in accordance with the Complaint
Procedure set forth in the Handbook.

Employees who report harassment or who assist in the investigation of a complaint of harassment will not be subject to retaliation, intimidation or reprisals of any kind. Any violation of this non-retaliation Policy should be reported in accordance with the Company's Anti Retaliation Policy.

4.6.3 Diversity and Inclusiveness in Supply and Procurement

Flowbird makes strong attempts to help cities meet diversity goals by outsourcing installation services and other relevant services to Disadvantaged Business Enterprises such as WBE, MBE, SBE. Additionally, several of our distribution partners around the United States are DBEs. Typically approximately 5% of the total amount of a specific project goes to a DBE when their services are utilized.

4.7 Past Litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

There are no pending, active or past indictments, litigations or lawsuits against Flowbird or current officers and directors that are relevant to the subject matter of this solicitation.

There is history of a past litigation as described below:

(Liu Ping Li v. The City of New York, et al., Index No. 152900/2014) in the Supreme Court of the State of New York, New York County. This matter involves a pedestrian who allegedly tripped over a cone covering a Parkeon muni-meter base in a New York City sidewalk while it was being installed by the City of New York, who is also named as a defendant. As owner of the abutting Premises, 116 Mott Street Realty Corp. was also brought in as a Defendant, along with Sa Sa, the tenant of the Premises. It was

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alleged that Sa Sa displayed certain products from their store on the sidewalk which allegedly could have contributed to overcrowding of the sidewalk.

Parkeon's general liability insurer accepted the case (Liu Ping Li v. Parkeon, Inc. et al). The matter has been consolidated with a prior lawsuit filed against the City of New York regarding the same incident. Discovery indicated that the sidewalk was very crowded that day, which could be another contributing factor causing Plaintiff to fall, unrelated to Parkeon's actions. Plaintiff's main claim against Parkeon was that the City installed the meters based upon Parkeon's manual, and if the City did not follow those specifications then the muni-meter warranty would be voided. However, there was no evidence of this ever presented or that Parkeon acted negligently.

The parties have all executed a stipulation of discontinuance. Plaintiff's counsel provided the release and the settlement took place in January 2024.

4.8 Customer References

The following Flowbird references are similar in size and scope to the SEPTA project as requested.

4.8.1 Philadelphia Parking Authority

Contact – Rich Lazer
Executive Director
701 Market Street, Philadelphia, PA 19106
Tel: 888-591-3636
Email: RLAZER@PHILAPARK.ORG

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The Philadelphia Parking Authority has been a Flowbird client since 2007. In 2018, the Authority released an RFP to replace all existing multi-space meters and the majority of single space meters with new Pay by Plate parking kiosks. Flowbird was awarded the contract and started installation of the new kiosks in October 2019.

Today, over 1,600 Flowbird touch screen pay stations are installed throughout the downtown, the surrounding neighborhoods, and train station parking lots, providing users with a simple and fast parking payment experience along with flexible payment options. The pay stations accept credit/debit cards and coins, offer text receipts, and operate on solar power.

The pay stations communicate via 4G wireless communication to Flowbird's web based back-office system. All alerts, alarms, and transactions are communicated in real-time to help with quick decision making and efficient operations.

The Pay by Plate system is integrated with the City's citation issuance system.

Photos from PPA Installation

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4.8.2 City of Detroit

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Flowbird has been providing parking technology solutions to the City of Detroit since 2015. Flowbird's contract provides for mobile parking payments, over 700 parking pay stations, mobile license plate recognition, integrated reporting system, and marketing services.

Detroit is undergoing tremendous revitalization, and mobility is a key part of the transformation. In 2021, the city released an RFP for a new mobile payment application, one that not only offered standard on-street payments but encapsulated the City's vision for a mobility app. Flowbird was awarded the project and launched the new ParkDetroit app in December 2021, replacing the City's original app provider. The new ParkDetroit app gives users the tools to make educated travel decisions prior to leaving their homes. The prices of on and off-street parking locations are shown on the app, parking availability is provided to help people select where to park, and the app is integrated with guidance systems to navigate the user to their desired parking destination.

Taking things to another level, Flowbird's ParkDetroit app provides local events listings and venue information to encourage people to spend more time downtown. The next phases of the project will include transit payments for the City's People Mover as well as loading zone management.

Photos from Detroit Installation

4.8.3 City of Minneapolis, MN

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Email: dillon.fried@minneapolismn.gov

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In 2010, Flowbird was awarded the on-street parking pay station contract for the City of Minneapolis following a competitive RFP process and head-to-head vendor trials. The city deployed a Pay by Space system covering the majority of the City's on-street parking spaces.

In 2019, the city released a new RFP to replace the original Flowbird pay stations and the City's existing single space parking meters with the latest available technology. Flowbird was awarded the project, and in 2020 implemented close to 700 new Flowbird pay stations featuring a 9.7" full color touch screen and contactless payments.

The pay stations are solar powered and accept coins and credit cards. The City has access to Flowbird WebOffice which provides real-time information on transactions, maintenance alarms, and collections alerts.
In 2023, the City selected Flowbird to provide their MPLS Mobile App parking solution. The current system App and Kiosk is integrated with the City's enforcement system provided to allow for real-time data exchange.

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Photos from Minneapolis implementation

4.8.4 Pittsburgh Parking Authority

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Email: donorato@pittsburghparking.com

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In 2005, Flowbird installed 54 MPC XL Pay and Display multi-space meters for the Pittsburgh Parking Authority. Those meters featured coin, bill, and credit card acceptance. The majority of those initial meters were solar charged.
In 2012, the City awarded Flowbird the largest multi-space meter contract of the year after a comprehensive RFP process. Flowbird provided the best total solution; pay stations and back-office software, mobile license plate recognition, citation solution, and communications/marketing. Five hundred CWT Pay by Plate meters were installed throughout the city, replacing the MPC meters and single space coin only meters. At that point, Pittsburgh became the first city in the US to commit fully to Pay by Plate parking. An additional 340 pay stations were added in 2013. Today, the Authority has over 1,000 pay stations, which are now being upgraded to touch screen technology. The system is integrated with the City's citation management system for Pay by Plate enforcement.

Flowbird also provides one of the Parking Payment App for the City
In 2015, the Authority was awarded IPI's Parking Organization of the Year for their incorporation of technology to improve efficiency, customer service and sustainability as models for others in the industry.

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Photos from Pittsburgh implementation

4.8.5 City of Chicago/Chicago Parking Meters, LLC

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Chicago Parking Meters, LLC (CPM) operates all of the on-street parking in the City of Chicago. In 2009, Flowbird was selected by the company to implement Pay & Display parking throughout the City. Flowbird installed 3,750 pay stations in five months; a feat never before tried or accomplished.

In January 2018, CPM released an RFP to replace all of the Pay & Display pay stations with all new Pay by Plate pay stations. Flowbird was selected for the project which is the largest Pay by Plate system in the United States, covering 36,000 metered spaces, with new user-friendly parking kiosks (4,727 in total).

The new devices are solar powered and feature a full color touch screen and paperless receipts. After signature of the contract in August 2019, the installation of the new system started in October 2018 and was completed in February 2019. The system is designed to bring innovation and convenience to Chicago and its mobility structure. CPM has access to Flowbird's updated version of the FWO back-office parking management system featuring an enhanced big data analytics reporting environment. Transaction data from the kiosks is integrated with the mobile phone payment solution and citation management system provided by Passport.

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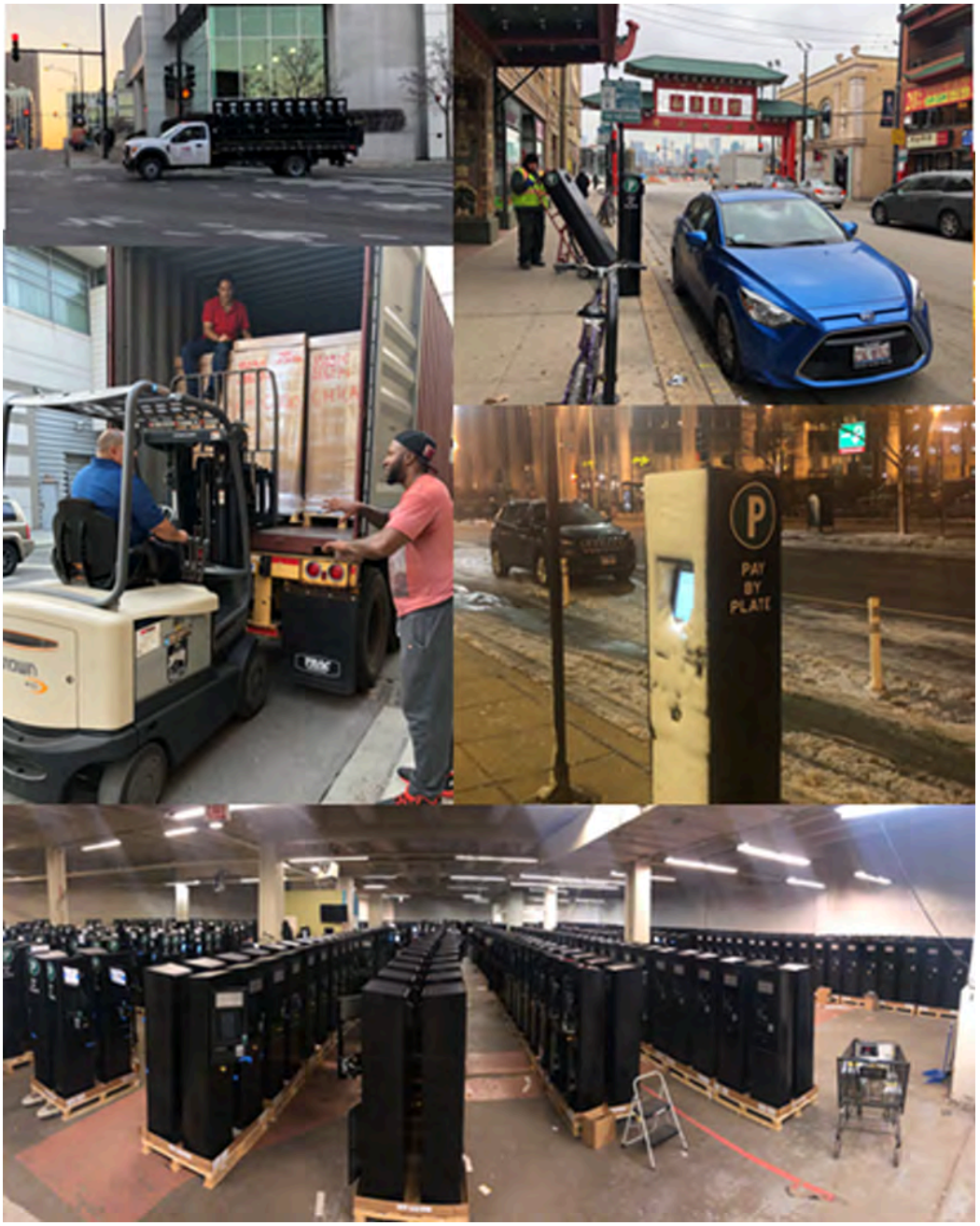
Photos from Chicago implementation



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5 Section 5 - Value Added Products and Services

5.1 Value Added Products

5.1.1 Flowbird e-Permit Permit Processing Management System

Flowbird is a qualified software developer for a Virtual Permit Parking (VPP) Management Systems.

The proposed VPP uses vehicle license plates as parking credentials. It will issue and track parking permits.

Flowbird eliminates the need for physical stickers and hang tags with our e-permits solution but also understands the need for certain RPP areas to decide if they still want a paper permit. The system is completely based on the license plate as the identifier for permit rights.

Key features include:

- e-Commerce Sale for Parking Permits
- Completely digital solution – eliminates need for stickers and hang tags
- Support of many permit types
- Daily, Monthly, Annual

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- Student, Resident, Visitors
- Permits can be instantly available or activated on a time schedule
- Customer Website that supports mobile operation
- Permit expiration notifications by email
- Geo-fencing for permits holders and permits
- Web based reporting for parking staff
- Integration with gTechna

Flowbird has been a Software as a Service (SaaS) provider for over a decade. Thousands of Flowbird clients, transit agencies, municipalities and universities, rely on our back-end reporting and management tools to effectively run their transit and parking systems.

Our solution starts with our secure data hosting infrastructure and processes. We own and manage several data centers around the globe. These data centers are redundant and monitored 24/7 to avoid any service interruptions. We have put many policies and procedures in place to ensure protection of customer data. These policies include:

- Information System Security Policy
- Data Protection Policy
- Security Roles Definition
- Security Areas Policy

Flowbird's processes follow the strict guidelines set via the General Data Protection Regulation (GDPR). Flowbird provides a variety of web-based and/or app based tools that are accessible either by local agencies (e.g. municipality, transit agency, university, system operators) or by the public. These tools require specific credentials (e.g. username and password) to gain access and many are account based, meaning that Flowbird is managing data for individual users.

5.1.1.1 E-Commerce Sale of Parking Permits

Flowbird will supply a PCI certified e-commerce platform to manage customer parking permit transactions and to provide operational information to the administrators.

5.1.1.2 Flowbird E-Permit Solution

Our comprehensive permit solution allows you to manage permit applications, permits and payments. Users can take advantage of both the web version and mobile application to manage their permits, and accounts on each version can seamlessly integrate with the other technologies.

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The types of permits listed below can be easily managed through Flowbird's E-Permit system:

Standard permits
Standard permits, otherwise known as residential permits, are commonly bought one at a time and are valid over a longer period. Depending on configurations, these permits can be renewed, temporarily replaced, moved to another address and canceled. They can also be approved automatically or by the operator with case management.

Bulk permits
Bulk permits, as the name suggests, are bought in bulk. This is commonly applied by businesses who utilize a fleet of vehicles. Once a permit is assigned to a vehicle, it can be set so that it can be changed or updated. All permits bought in one session have the same valid period, independent of usage.

Banked permits
Banked permits are also known as digital scratch permits. They are pre-paid permits that offer flexibility depending on usage. For example, a city resident may be charged based on whether they drive their personal vehicle into the city for work (and utilize on-street parking) or take transit on another day.

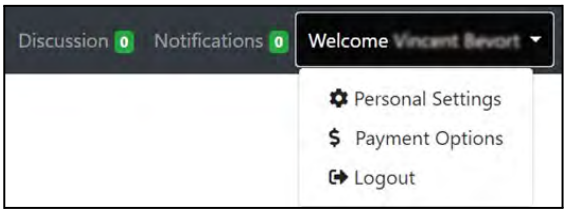
The end-user will buy a number of daily permits and then select some to be activated on a specific day. Flowbird's solution allows users to create sessions of parking so banked permits can be managed as needed.

5.1.1.3 Two Interfaces One Solution - Web and Mobile

It's simple to apply for a parking permit when needed, whether it's on the MLPS app or website. The customer Just completes the following steps:

5.1.1.3.1 Create Session

Once activated, the information can be viewed as an active session. When confirmation and checkout are set at designated time, the start page will reload after a few seconds.



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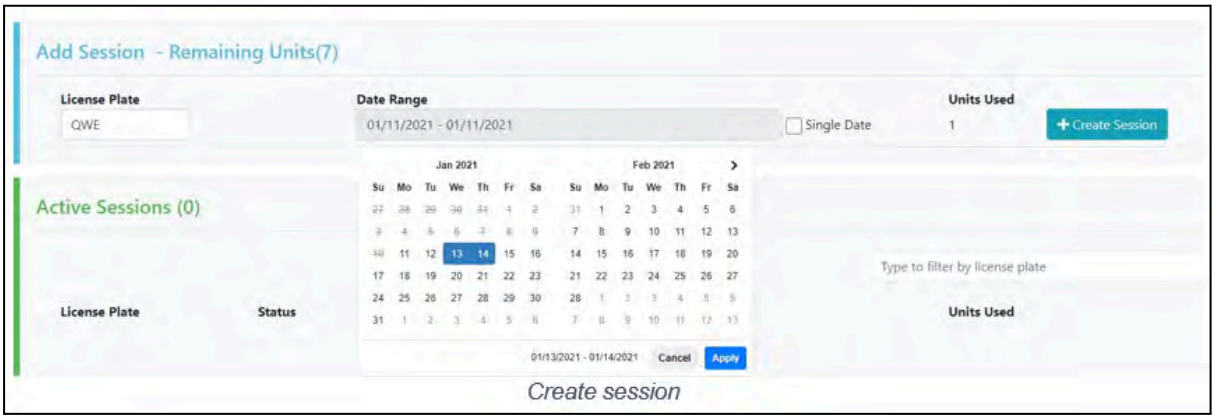
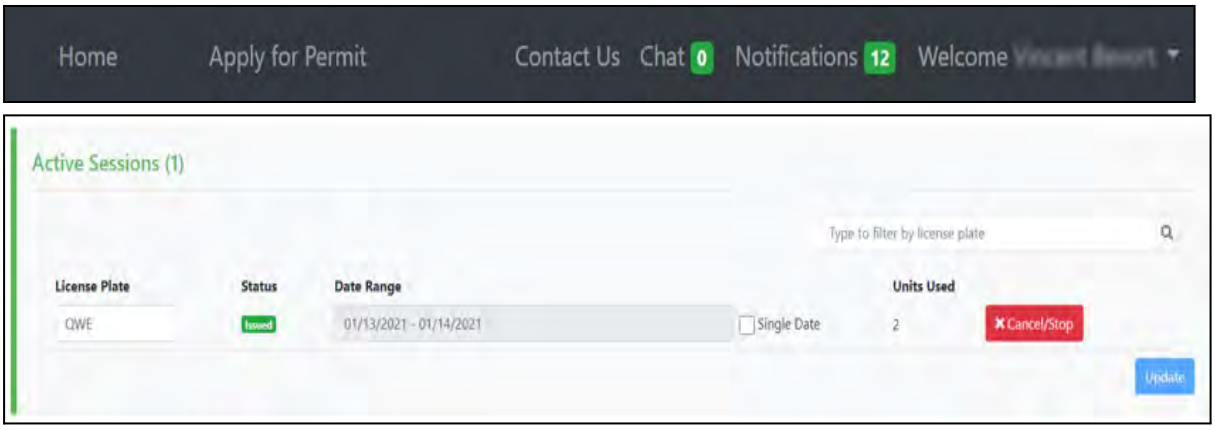
5.1.1.3.2 The Home Page

The top bar is always visible. The end-user can find the home page by pressing the home button or apply for a permit by clicking “Apply for Permit”



Create session

On the right side the user may find a “Contact Us” button where information can be shown. Next to this button, a chat option is available. The end-user can communicate with the operator using the ‘Chat’ button when case management is active.



A drop-down menu allows users to manage personal settings and payment options .

5.1.1.3.3 Purchasing/Applying for a Permit

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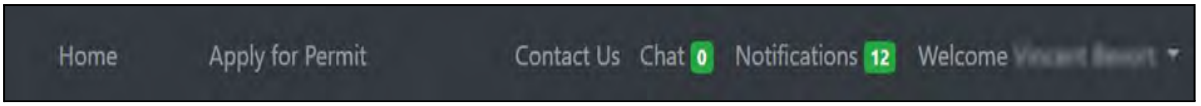


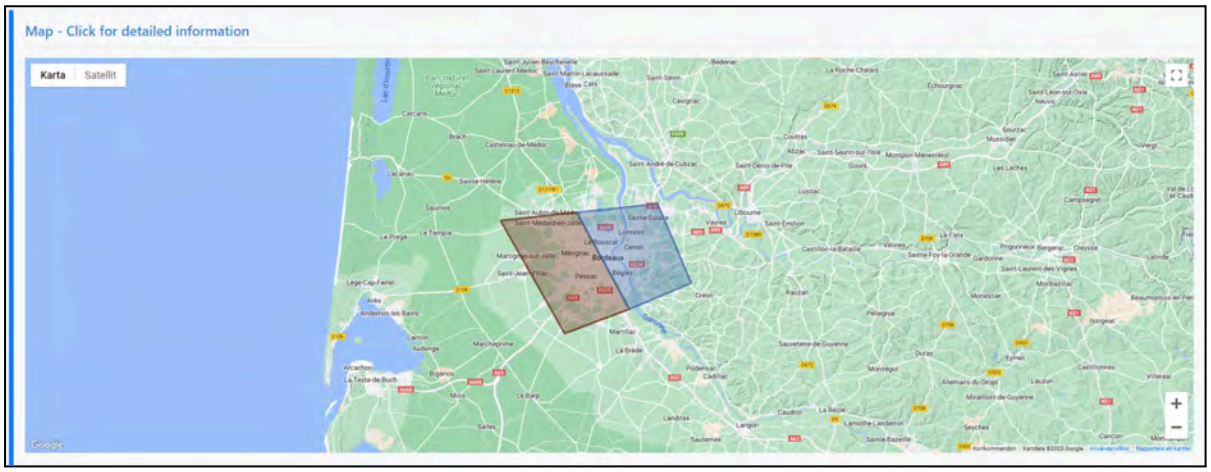
To purchase/apply for a permit, click the “Apply for Permit” button in the header bar or click the large green bar in the Home page.

5.1.1.3.4 Address Lookup

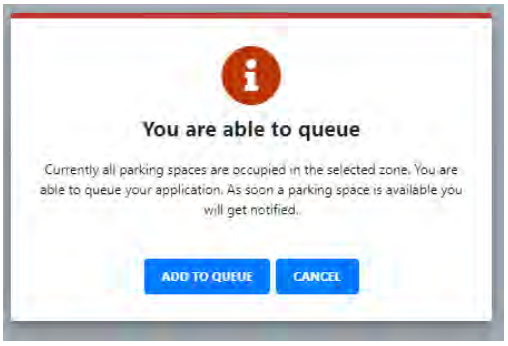
Zone selection can be set through the following means:

- Zone selection: Specific zone information, whether there’s a difference in pricing, can be easily navigated on both the web portal and mobile application.
- Zone selection (with address): The zones are configured to support a specific area. By entering an address, the system will assign the correct zone.
- Geo-fencing: Press ‘Validate Address’ to find the correct zone, and select the duration and vehicle.

To finalize the application, users must select the following data (if applicable):



- Standard permit
- Bulk permits
- Banked permits
- Select the package to select the duration of the permit
- Select a start date, the system can be configured to select both start and end date or to select a fixed period.
- Enter your license plate number and click “Save and continue”



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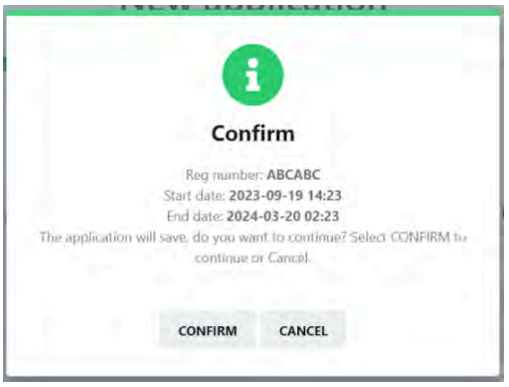
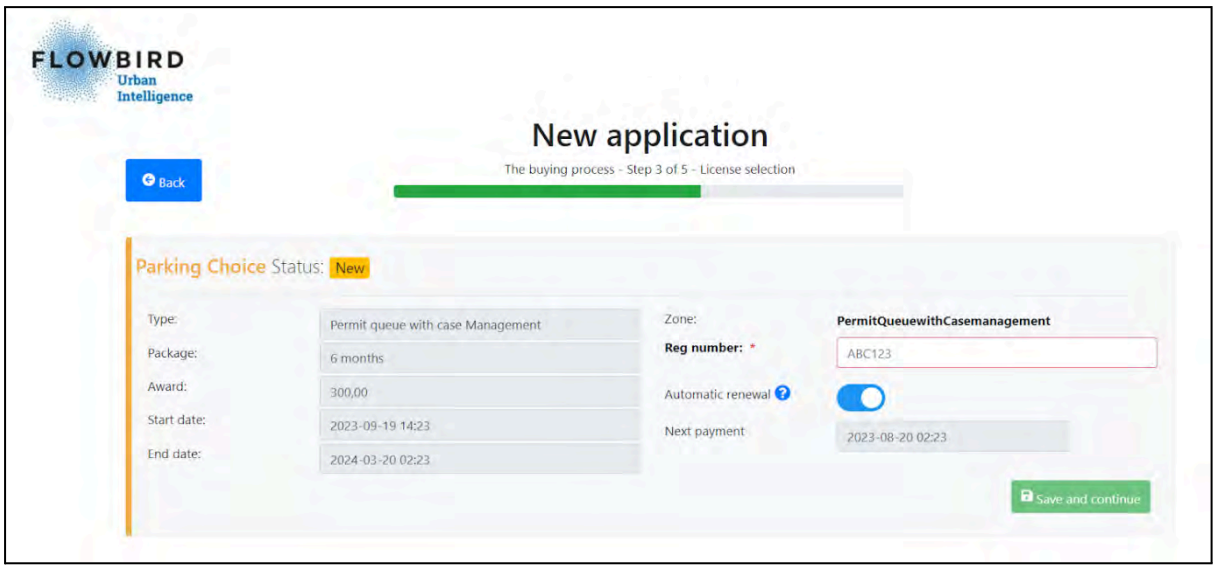
A pop-up will show the application details for the end-user to confirm. Start and stop dates can be configured to be hidden if not needed.



5.1.1.3.5 Queuing

Users will be notified if MLPS establishes a virtual queue to apply for permits.

A notification will be sent to users when their time to apply for a permit arrives.

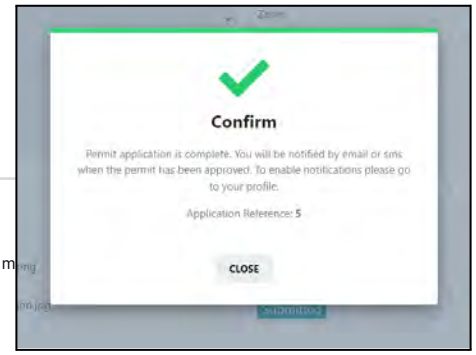


5.1.1.3.6 Queue - Permit Available

An applicant can take advantage of their turn in the queue or snooze the notification. By snoozing, you will not lose your rank in the queue, but will not be able to take a free spot for the snooze time, even if another one becomes available.

5.1.1.3.7 Select Payment Method

After confirming the application, the end-user will reach the payment page where they can review the permit details and select the payment method.



If a caseworker has to approve the application, the end-user can reach this part of the permit application from the home page.

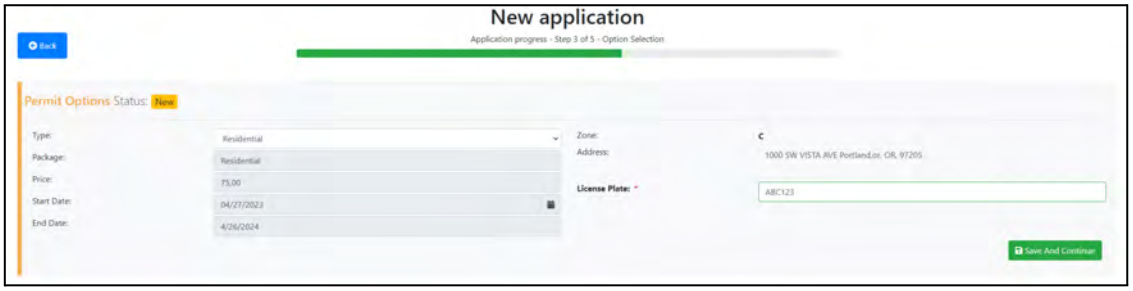
The permit is now valid. A notification will be sent to the end-user with a confirmation.

The user can always go back to the permit page by clicking the permit home page tab. They can then change the license plate or get the receipt. If temporary permit changes are activated, the end-user can temporarily change their license plate for a fixed time.

5.1.1.3.8 Required Documentation

After applying for a permit, some documents may be needed (depending on MLPS requirements). These required documents are requested after the submission of the application.

- To start the procedure, see Purchase/Apply for a Permit
- Select start date and enter the license plate.



Press ”Save and continue” and the end-user will be able to upload the needed documents.

After sending in all the required documents the end-user will get a reference number. A notification will be sent to the user once the documents are uploaded successfully.

The application is marked as ‘Application ready.’

The operator is logged in at the case management part of CAP 2.0 (The operator portal). Then, the operator can check the status of a correctly-applied permit.

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By clicking on the ‘attached’ button, SEPTA employees can select each of the attached documents and verify them. Clicking on the ‘chat’ symbol, the operator can communicate with the end user, who can answer questions via messenger. Unread messages will be displayed in yellow.

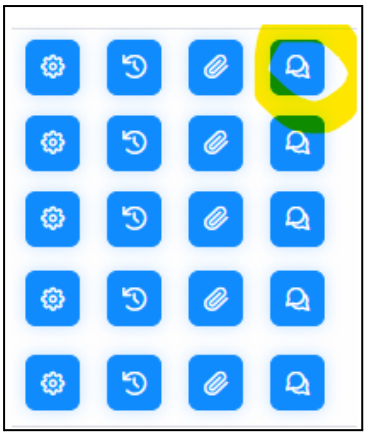
If everything looks good, the operator can approve it by clicking the ‘generate permit’ button.

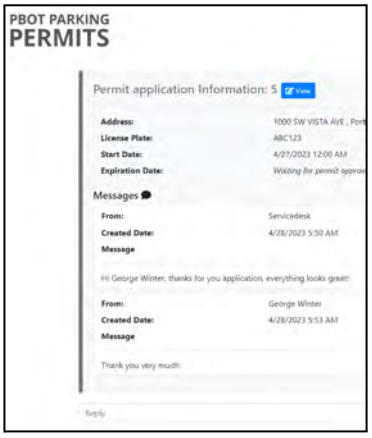
5.1.1.3.9 Using Notifications and Chat

If the document is incomplete, the caseworker informs the end-user by writing a message in the Dialog section. The end-user will receive an e-mail and can also see the message at their portal.

5.1.1.3.10 Approving an Application

By pressing the “Details” the operator can view the application's details and make changes if there is something wrong. By clicking the “Generate Linked Permit” the operator will approve the application. The application is approved and the user can now pay for their permit.





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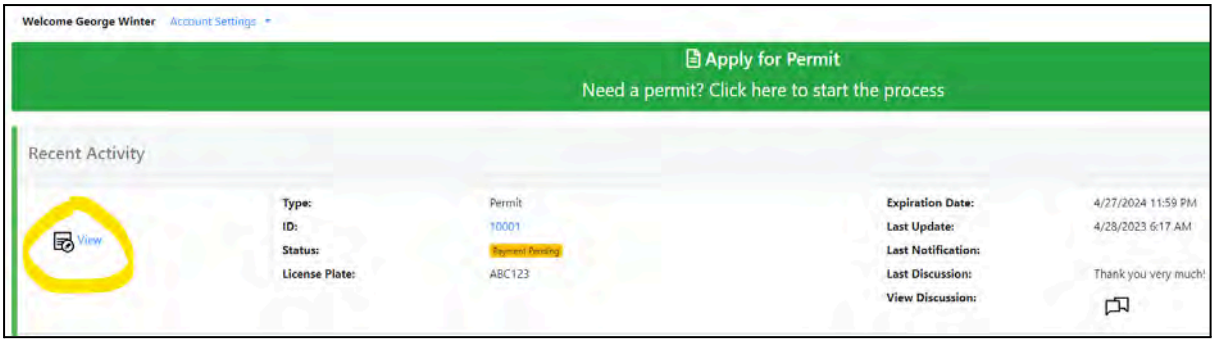

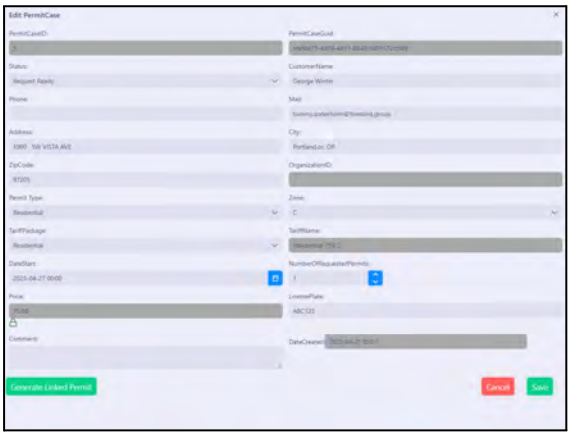

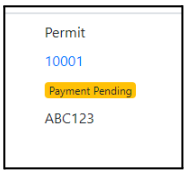

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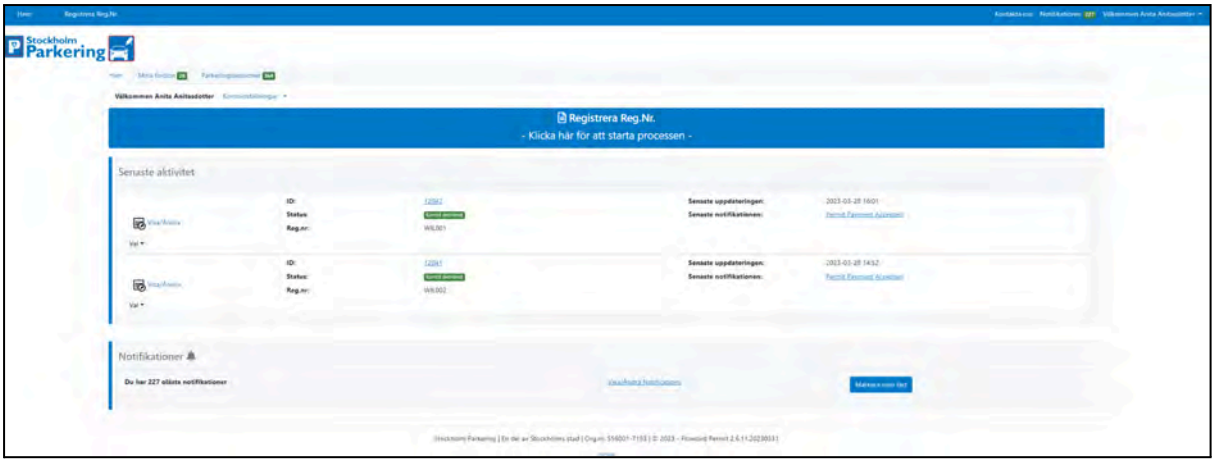
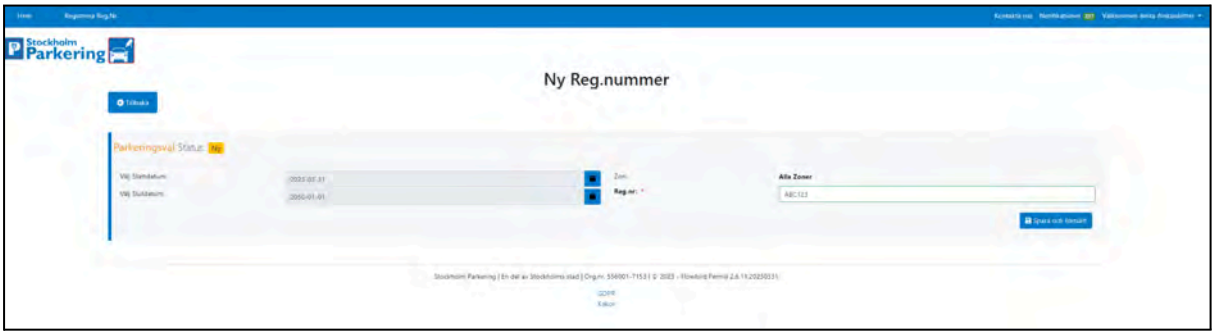


5.1.1.3.11 User Experience from the Flowbird Parking App

Flowbird will add the permit flow into the Parking app being provided, This will allow users to apply for permits in the same place as they are making their transient parking session.

With Flowbird's E-Permit system, SEPTA can save costs and reduce friction for drivers in parking ramps and lots. Our technology diminishes the need for in-person enforcement and automatic gates. Permitted vehicles can easily enter a city lot/ramp and exit, charged at the set price without manual submission or bulky hardware.



When the user wants to move their vehicle and end the parking session, they can vacate the space and the camera will detect the exit time. The user will receive a notification in the e-mail and will be charged automatically on their saved credit/debit card. If the card was invalid, the operator has all information to send an invoice to the user.

5.1.1.3.12 Setting Up a Permit Account for Off-Street Use

To register a vehicle, the user clicks on the large blue button. Then, users can add their license plate information.

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When the license plate is added, the user can enter the site and the parking session is started automatically. When they leave the stored card will be charged and a receipt can be downloaded under parking sessions.

The system can be connected to Flowbird GO information screens where there can be a message at the entry and exit. Occupancy displays where the total number of free spaces are shown and/or total number of remaining spaces with reduced price if the system is used for started and stopped parking sessions with a reduced price compared to other guests that don't have an account.

5.1.1.4 Intelligent Data Platform

The Flowbird e-permit solution will be easily integrated into the WebOffice suite Flowbird is supplying to customers.

The system is designed to benefit the customer organization – from managers looking to analyze system performance to your operations team that maintains your equipment. Employees can gather reports, evaluate data, and track permits within the same system already in place to manage multi-space meters and the mobile application.

5.1.1.4.1 Performance Analysis

All data collected from Flowbird devices, including permit processes, is time-stamped and recorded in the back-office management suite for your analysis. Data can be filtered in various ways (date range, location, etc.) to help you make critical decisions.

The Flowbird back-office management suite integrates with other platforms to help customers build the system you want. Existing APIs allow us to quickly integrate with citation issuance systems, license plate recognition solutions, and 3rd party payments to make your team more efficient and provide consolidated reporting.

Flowbird has performed integration projects for hundreds of clients and our team is very experienced in the implementation and long term support of these sophisticated solutions

5.1.2 Pay By Text

The PayByText is built on Flowbird’s robust backend for text message receipts for the parking pay stations. The receipt feature allows the users to get a text message receipt from the pay station, if configured it will send the user a text message reminder and allow the user to extend the session from their phone without an app.

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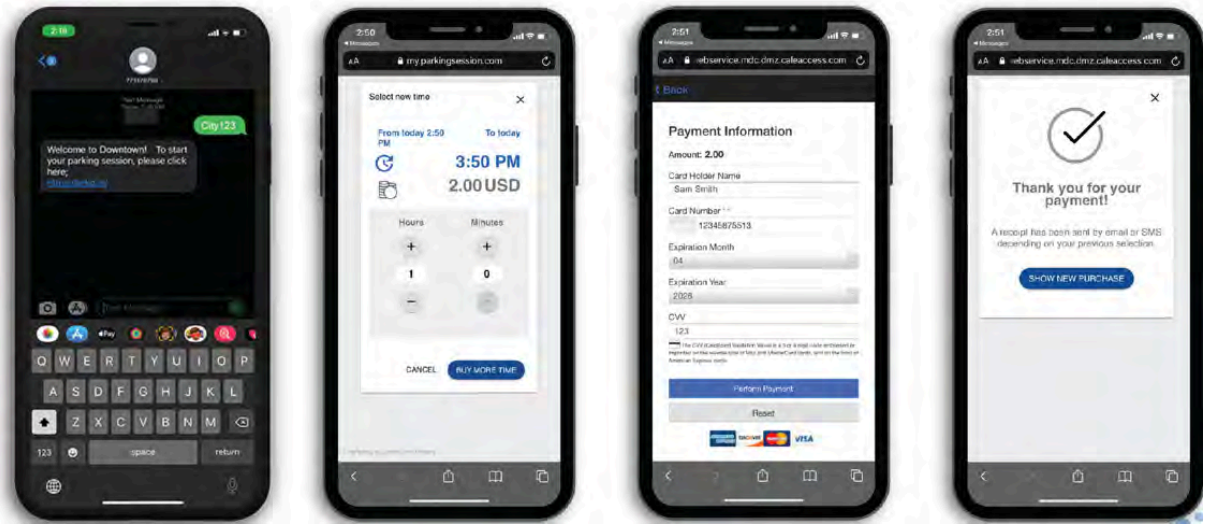
The PayByText can be configured as a stand alone service that allows users to start a session by simply texting a location code / ID / key word to a local phone number or Flowbirds short code phone number. The system will then greet the user and guide the user through a couple of simple steps that allows the user to enter their plate, select time and use a credit card stored in their phone to start a session.

This is a convenient option that allows the user to start a session without app download, the system can also be accessed from the Parking Website and allow users a virtual parking meter experience.



5.1.3 Extend by Text

Extend-by-text is a convenient way for your customers to extend their parking time without having to walk back to a pay station. No app is required!

Benefits for Parking Operators:

- Integrates with the same reporting system as the pay stations
- Encourages higher rates of compliance
- Increases customer satisfaction
- Generates additional revenues
- Secure payment following PCI standards

Benefits for End Users:

- Convenient text reminder prior to time running out
- Easy to extend time without downloading an app or creating an
- account
- No need to walk back to a pay station
- Lowers chance of receiving a parking citation

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How does it Work?

- The customer starts by making a parking transaction at a pay station
- They enter their mobile phone number when prompted
- 15 minutes before the end of the parking session is about to end the user receives a text reminder that their time is about to expire
- The user click on the link provided to enter additional parking time and make their payment
- The parking session is then extended

5.1.4 Transit Solutions

5.1.4.1 Flowbird Hub Central System Service

The backbone of Flowbird fare collection systems is Flowbird Hub, a highly capable and extensible modular central system service. It provides a comprehensive list of features implemented and refined over the years of experience that Flowbird has in the transit industry. It is managed with simple, easy-to-use tools and provides and supports all the required fare collection system functions and features. It is accessible to authorized agency personnel from any device that has a standard web browser, with many features also accessible via mobile devices.

Flowbird Hub is hosted by Amazon Web Services (AWS) and was designed to be used in a multi-tenant environment so that the cost of the service can be shared across many agencies. For larger agencies, due to the large number or required third party interfaces required, we will install a separate instance of Flowbird Hub, dedicated to the transit operator.

5.1.4.1.1 Flowbird Hub Elements

The Flowbird Hub is Flowbird's third-generation Software as a Service (Saas) back-office ticketing system. The Flowbird Hub is a comprehensive fare payment solution that supports both account-based fare payment and Open Payments. It is hosted by Amazon Web Services (AWS) in a multi-tenant environment, resulting in lower operating and solution maintenance costs. However, a separate Flowbird Hub instance will be installed for different transit operators. As part of the SaaS model, Flowbird provides all software maintenance and upkeep.

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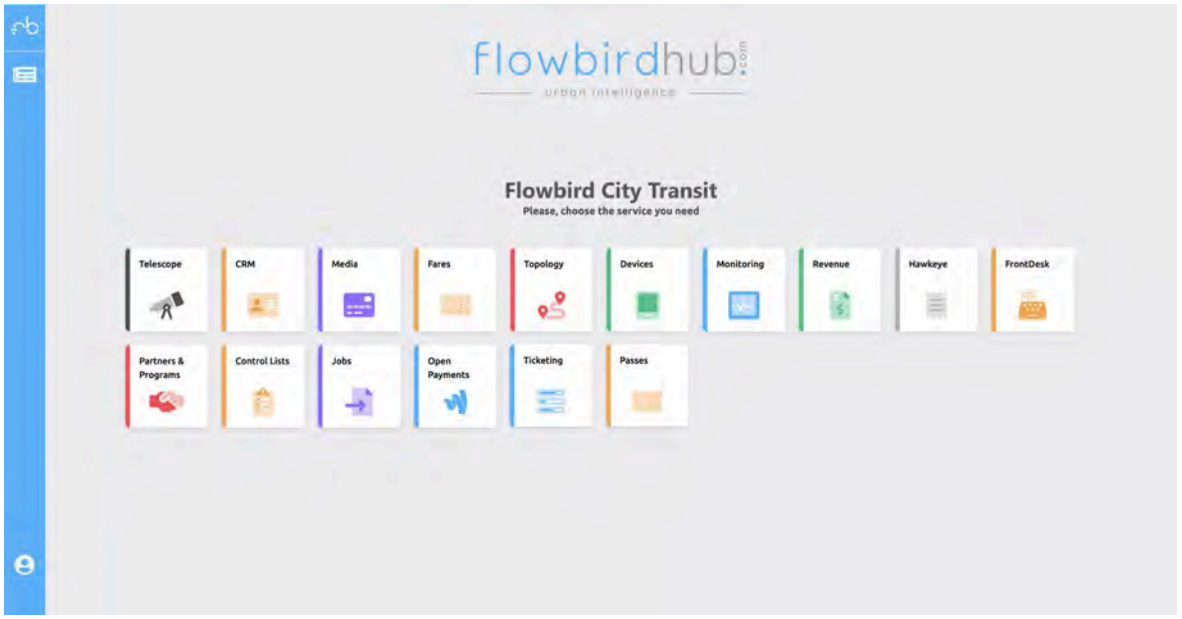

Sample Flowbird Hub homepage

The Flowbird Hub is modular in nature. Different users get different levels of access to modules, and functions within the modules, based on their needs and authorization levels. There are more than 20 modules in Flowbird Hub, with more being added as the system evolves. Some of the most commonly used functions include:

- Users: for managing and controlling agency user-access rights to the Flowbird Solution.
- CRM: for use by agency personnel to manage customer accounts. View real-time information regarding user accounts, transaction history and ticket purchases. Make changes to accounts as necessary, including adding funds to stored value to resolve customer complaints.
- Media Manager: for managing and controlling the fare media (smart card) inventory.
- Fare Manager: for creating and configuring fare-capping rules for both closed-loop and Open payment.
- Topology: for defining the transit network, routes, stations, buses, etc.
- Devices: for managing the configuration of individual devices.
- Open Payments: for looking up details of Open Payment transactions.
- Vouchers: for tracking vouchers issued by the TVMs and for generating vouchers to be provided to customers.
- Monitoring: for monitoring and managing system alarms as well as fare validations.
- Revenue: for viewing real-time revenue data across the system and all components. Includes revenue reporting by sales channels, with a variety of available filters.
- Hawkeye: for supporting the Flowbird Hawkeye fare enforcement solution.

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- Ticketing: for creating and configuring fare products and concessions available for sale across the system and for scheduling the activation of fare sets (the group of fare products available for sale on the system at any given time).
- FrontDesk: for supporting the Flowbird FrontDesk POS solution.
- Partners and Programs Manager: for administering institutional accounts, including a bulk operations feature. Also for activating or deactivating many cards quickly.
- Passes: for listing all the passes/tickets issued by the system.
- Control Lists: for handling various lists used to support faster transaction processing and offline or slow connection operations.
- Jobs: for scheduling tasks that would take too long in real time, such as a bulk update of media by a partner.

Flowbird Hub supports the configuration and use of traditional pass products (single ride, monthly pass, etc.) as well as fare capping. Concessionary pricing (discount fares) as well as transfer policies can be applied to both product and fare-capping rules.

Flowbird Hub is accessed using any commonly available web browser and is the primary access point to the Flowbird Platform for most agency personnel. It has user friendly and dynamic interfaces that allow users of any skill level to easily navigate the system. They are organized as a bundle of modules, which are accessed via buttons/icons on the Flowbird Hub home page. Clicking on a button launches the service.

5.1.4.1.1.1 User Management

Access to each module is managed by the limited number of users with system administrator permission. The key principle of Flowbird Hub operations is to provide each user access only to the services relevant to their work responsibilities and level of authority. That level of control also applies within each service. For example, all customer service personnel may get access to the CRM service. However, only customer service managers may be authorized to disable an account.

The creation of a user requires the full name and the email address. Upon creation, an email will be sent to the user for verification of the email address. Once the user verifies the address a reset password email will be sent at the same address. This will allow the user to set their own password.

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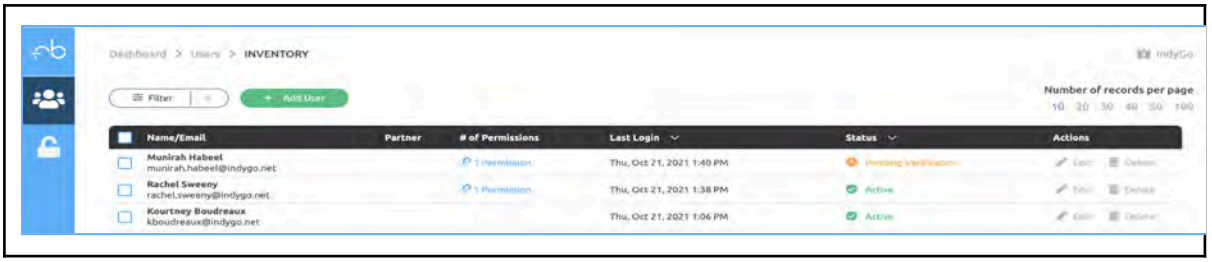
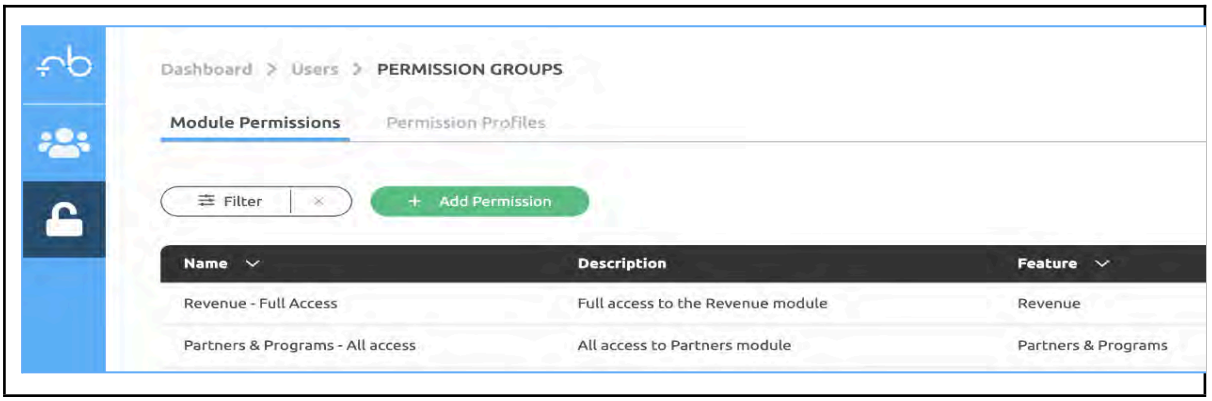


To help with the maintainability of the system, user permissions are organized/grouped within permissions profiles. The profiles are shared between users.



5.1.4.1.1.2 Transaction Processing

The Flowbird system processes transactions in near real time as riders travel around the network.

This section describes how transactions are processed through fare collection systems and how this information may be viewed in the Hub.

5.1.4.1.1.3 Open Payment

One of the standard elements of Flowbird fare collection systems is Open Payment, a service fully certified to Visa's Mobility and Transport Transaction(MTT) and MasterCard's Global Transit specifications for contactless EMV (cEMV) fare payment transactions. Support for American Express (already on our product roadmap) and Discover will soon be added to the system. Enabling Open Payments gives customers the option to use a credit card stored on their mobile wallet or a contactless credit card to pay their fare at the validator, rather than first purchasing a fare and then using a smart card, mobile application or QR coded ticket to ride.

Open Payment by Flowbird is a near real time solution using the Axio validator to process transactions, with offline capability as back up.

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Some of the core features of the solution are:

- Agencies have the option to implement either fare capping or a flat fare scheme where each tap results in a fare charge.
- In both cases, transactions for each card are collected throughout the day (aggregation), with one batch of transactions sent to the acquirer for settlement at the end of the day. This reduces transaction processing costs.
- Where fare capping is applied, the price is calculated a posteriori. The solution automatically calculates the amount to be charged to a customer's bank card at the end of the day, based on their use of the transit system.
- Validations take place in less than a second in all cases (even if the network communication is available) since the solution conducts all checks required by Visa and MasterCard Open Payment rules at the validator. While an authorization request is sent to the acquirer (First Data) right away, the validator does not wait for a response. The (first) validation is approved if the local validations are OK.
- Collection of funds due is assured as Visa and MasterCard provide protection to agencies in cases where a payment is rejected when sent for authorization. In addition, the solution carries out automatic debt collection, resubmitting a rejected transaction on successive days.
- Cards that have been rejected are automatically placed on a deny list, downloaded to each validator in the fleet every 15 minutes. The frequency of deny list updates is configurable. The card is removed from the deny list when the debt is paid.

To ensure transaction security and limit PCI SSC standards (and other applicable regulations) scope, the Open Payment service uses two parallel systems to process bank card payments. The banking system – consisting of certified payment terminals on validators, TVMs and handheld devices (HHDs) and ArchiPEL connected to the acquiring bank – processes the bank card payments and generates tokens for each bank card used. The fare system – consisting of the Axio validator, TVMs, handheld devices and Flowbird Hub – applies the appropriate fare to each transaction and makes any applicable fare-capping calculations.

The Flowbird Hub records details of transactions as they occur around the system and allows the transit operator to view details of open payment taps using the Open Payments module. The following screen provides an example of how the tap data is presented to a Hub user.

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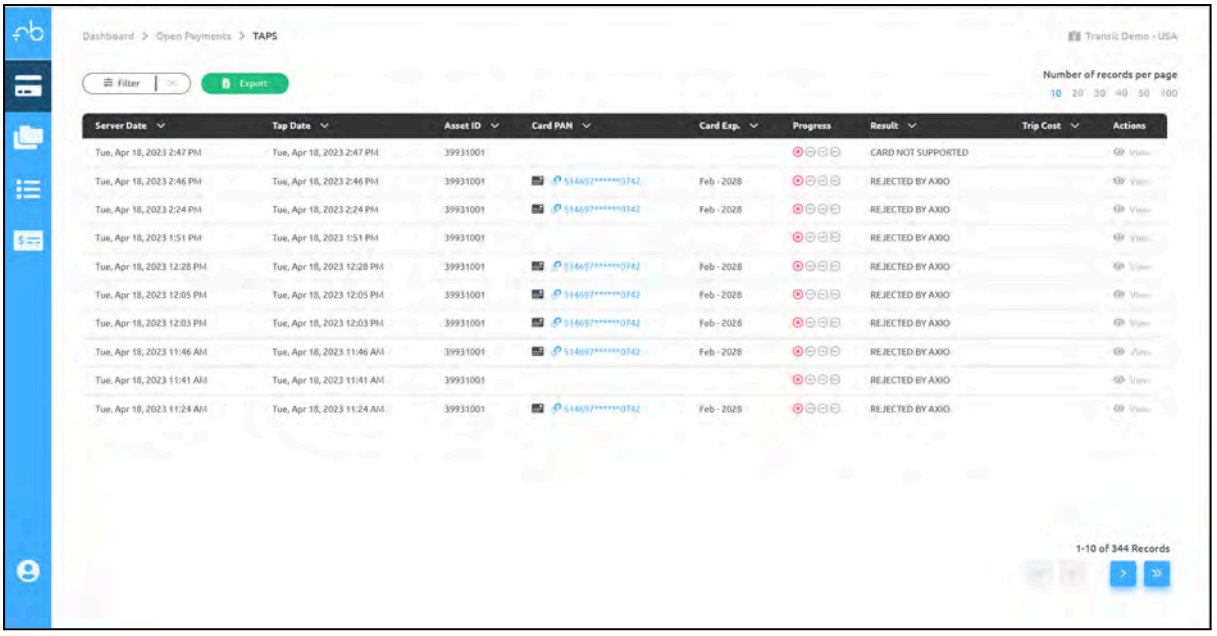

Users can drill down for each transaction to get additional details, a useful feature when responding to customer inquiries.

5.1.4.1.1.4 Other Payment Processing

All payment transactions are treated in a secure and encrypted manner in Flowbird fare collection systems. No card data covered by PCI SSC standards is stored in the system.

All bankcard transactions generated at the Flowbird card reader, which is a certified banking terminal, are connected to Flowbird's own PCI DSS certified Payment Acceptance Services platform named ArchiPEL or a third party payment system such as Ingenico.

Archipel is a Store-and-Forward solution that then sends transactional payment card data to First Data for processing. Flowbird developed ArchiPEL many years ago and has enhanced the system as the payment industry has evolved. Flowbird's experience and expertise with payment solutions makes us the ideal partner for transit operators to work with on their fare collection systems as they will be in very safe hands.

Mobile app, customer web portal and other similar payment transactions are sent to our payment gateway provider, Till, who connects to First Data.

As with Open Payment, all sales transactions are stored in the Flowbird Hub database without any critical data such as card number, expiry date, etc.. With regards to critical data, they are partially stored, for example truncated PAN's for EMV cards. Sales

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transactions can be viewed in real time in Flowbird Hub Revenue Module, a critical feature for customer service. Sales reporting is done using Tableau reports using data from the Snowflake data warehouse.

5.1.4.1.1.5 Validation Transaction Processing

Flowbird's initial roll out of account-based fare payments more than 5 years ago was designed around real-time validation transaction processing. However, while cellular services are ubiquitous, the services cannot be guaranteed to be always available, and always at full speed. Our experience in Indianapolis showed that there were too many incidents where the bus validators could not process transactions due to dropped cellular connections.

We therefore modified our system design to enable more validations to occur reliably at the validator level. The Flowbird Hub automatically generates two lists. The green list is a list of all fare media (including mobile app) that have sufficient value or a fare product associated with them to support a single trip. The red list is a list of all fare media that do not have sufficient value or a fare product to support a trip, or that have been blocked for some reason (e.g. lost or stolen card). As with the Open Payment deny list, the green and red lists are updated on every validator every 15 minutes (or whatever frequency is decided during the design phase).

When the validator carries out a validation transaction, it first checks the red and green lists. If the fare media is on one of the lists, the validator executes the appropriate validation transaction, and then sends the transaction to the Flowbird Hub. If the fare media is not on the list (e.g. newly purchased from a TVM before the validator receives its next list update), the validator carries out on online verification, contacting the Flowbird Hub before executing the validation transaction. This is still a very fast process with the faregate and platform validators, though depending on the cellular connection, could be slower on buses. Based on our experience with other agencies, real time time transactions are a small percentage of all transactions.

5.1.4.1.1.6 Customer Account Management

Riders will usually use the customer website or mobile app to create accounts and add funds or fare products to them once created. However, a rider can have an account created with the help of transit operators customer representatives using the FrontDesk POS application, or using the Flowbird Hub CRM module if the rider contacts the operator by telephone.

Riders can also use the fare collection system anonymously (though with reduced access to benefits such as discount fares) with smart card fare media obtained from

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the retail network, TVMs or operator customer service centers. They can add funds or fare products to their anonymous accounts at these same sales channels. Unlike registered customer accounts, anonymous accounts always have only one smart card fare media associated with them.

5.1.4.1.1.7 Managing an Account

The basic account management functions are available to customers via the mobile app and customer web site, and to transit operator personnel via the Flowbird Hub CRM module and the FrontDesk POS application. These functions include:

- Creation of an account
- Setting up a personal profile
- Choosing a password – Follow industry best practices, passwords are encrypted using a Flowbird defined algorithm before sending it to the Flowbird Hub.
- Add a credit card on file
- Manage subscriptions to receive email and/or SMS alerts.
- Check/Delete history of ticket purchase dates/times and amounts.
- Deleting the account.
-

Details created or edited by a rider will automatically update the Flowbird Hub database. This information is available to view by operator staff using the Flowbird Hub CRM module.

It is important to note that with the Flowbird fare collection system, a customer can associate more than one fare media with their account. Purchased stored value and fare products are associated with a specific fare media, though the system allows moving value and unactivated fare products from one fare media to another. Transactions for each fare media are tracked separately for fare capping purposes. One of the benefits of this capability is that a parent can manage fare media for their entire family. Alternatively, the system allows an account holder to either transfer funds to another account, or give another account permission to access their account (e.g. a child can have their own account, but their parent can fund it from their account).

5.1.4.1.1.8 Reduced Fare Program

Flowbird Hub supports the configuration of reduced fare programs for eligible riders. Reduced fares are configured in the Fares module for fare capping, and Ticketing module for fare products.

Flowbird Hub is also used to create rider profiles (categories), such as senior, veteran, youth, etc. The reduced fares are configured to be available to specific profiles.

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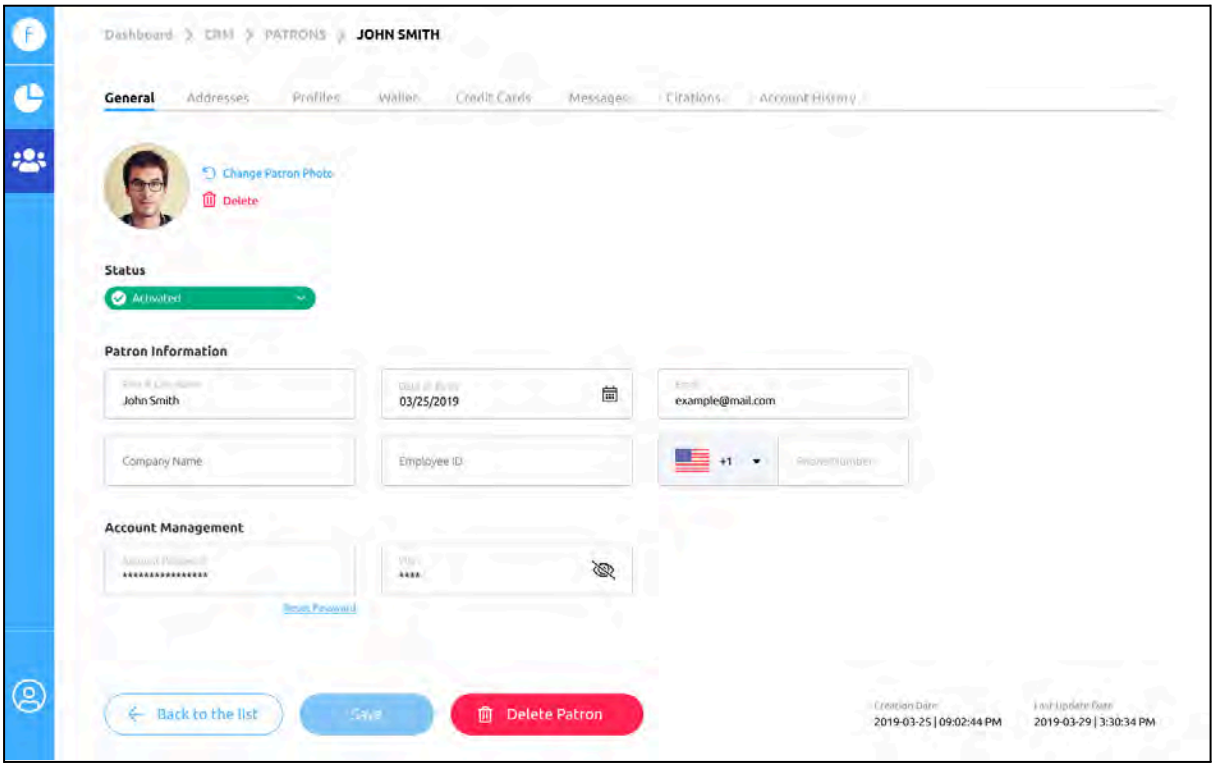
A profile can be assigned to a rider account, based on the transit operator's eligibility rules, to allow a customer to purchase reduced fares (or be charged reduced fares in accordance with the fare capping rules). The authority to assign a profile to an account is controlled through the Flowbird Hub Users module, although the operator may allow some users to self-assign a profile to their account without verification (seniors, youth, etc).

5.1.4.1.1.9 Customer Relationship Manager



The CRM service is at the core of operating an account-based fare payment system, since having effective tools for managing customer accounts is critical to its success. The CRM gives authorized agency personnel access to customer accounts and, with appropriate agency user rights, the ability to make changes to those accounts (e.g., to assign a person to a discount fare category).

The CRM provides the tools and information about customer accounts to allow agency personnel to respond to customer inquiries, make account adjustments, set profiles and concession rights, etc. The organization of the service allows agency personnel to serve customers quickly and efficiently while maintaining high levels of security for personal information. Any modifications and changes to the customer accounts are logged in the system for security review as may be required. Access rights can be limited based on users' needs and an agency's customer service policies.
Some of the key CRM functions are as follows:

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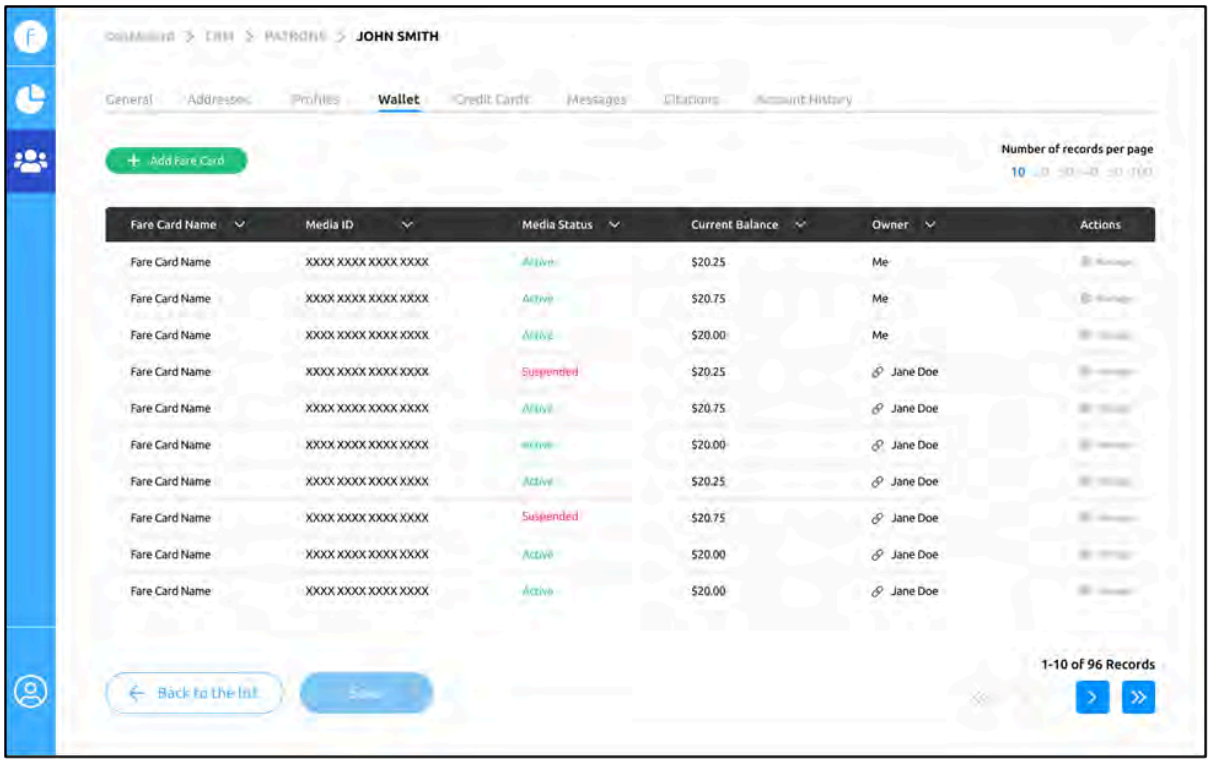
General/Addresses: Agency personnel can look up general information about the account holder and make updates. A password reset function is also available.
Profiles: Agency personnel can assign customers to a profile that may give the customer specific privileges. For example, a senior rider may receive a discount fare and a person eligible for paratransit may ride a fixed-route for free.
Wallet/Credit Card: Agency personnel can assign fare card credentials to account holders and help customers manage their various bank card payment methods.
Account History: The ability to look up a customer's transaction history is one of the more commonly used functions. A filter is available to help narrow a search down to specific transactions.

The following screen demonstrates an example of a typical customer's account history.



Statistics: While most reporting and analysis is done using Tableau, the CRM service does have its own statistical reporting tool, primarily focused on fare program participation rates and customer fare payment patterns. The following screen is a typical example of statistical information which can be provided to the CRM user.

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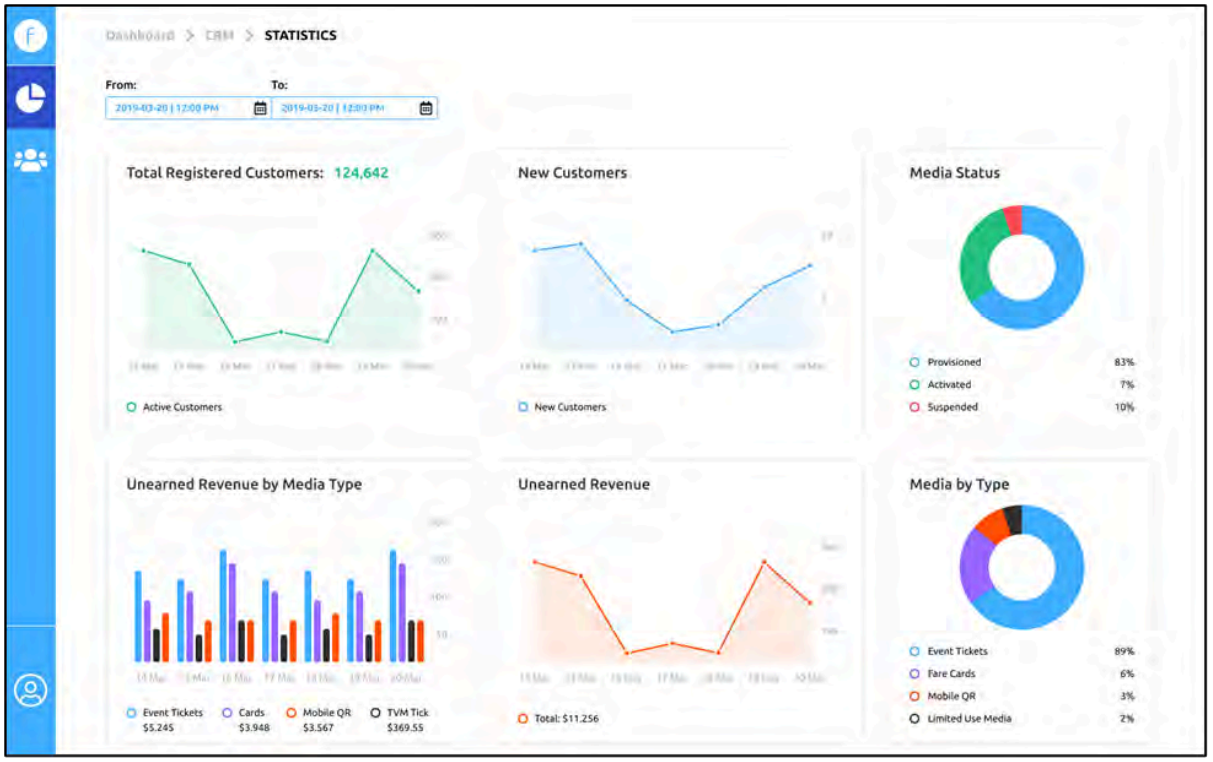

In addition the CRM stores data regarding the account usage:

- Products (passes) purchased
- Applicable concessions
- Currently registered credit cards
- Start & end dates
- Account history
- Linked media to the account
- Status

5.1.4.1.1.10 Institutional Account Management

The Flowbird Hub includes a Partners and Programs module for managing institutional and/or corporate bulk sales programs.

Since this module can be configured to allow access by some or all of its institutional or corporate program partners to give them the means to manage their own program participants (e.g., add or remove participants), the Flowbird Hub Partners and Programs module will be the Institutional Account web portal for Flowbird fare collection systems.

The module is used to create a partner account, and then to assign operator fare media to the partner account. The transit operator can then create a fare product that is only available to the fare media assigned to the partner program (e.g., free semester

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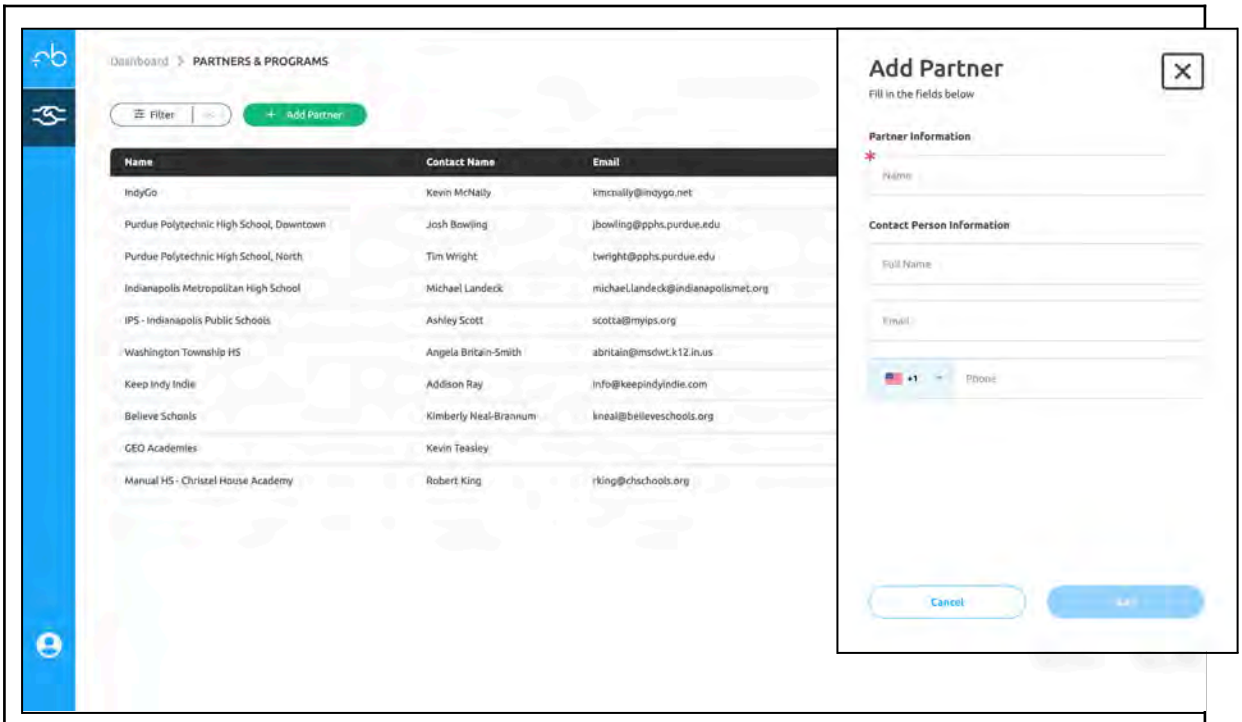
pass, a monthly discount fare pass, etc.). As an example, our customer IndyGo has a program to provide free fares to high school students. Each high school has its own partner account and is responsible for distributing the fare media to the students (in this case, it is a contactless smart sticker that is put on the student ID instead of a smart card). This module allows bulk entry of eligible participants to be imported into the Flowbird Hub, saving the need for individuals to have to register on the system and await approval.

We encourage our client agencies to strongly advocate for institutional partners to take advantage of a functionality that makes it very easy for program participants to join the program and use the discount/free fare features. Wherever possible, corporate and institutional partners should be encouraged to have their participants use the Flowbird fare collection system mobile app as the fare media. This minimizes the number of operator smart cards that need to be distributed. It also makes the assignment of participants to the program much easier. All that a program partner needs to do is supply a list of school or company email addresses of the program participants; these addresses are then bulk imported into Flowbird Hub and assigned to the partner account. Participants then create an account in the mobile app using their school or company email address and then enter an eligibility code (provided by the program administrator), which then gives them access to the appropriate fare product.



Adding a new Partner

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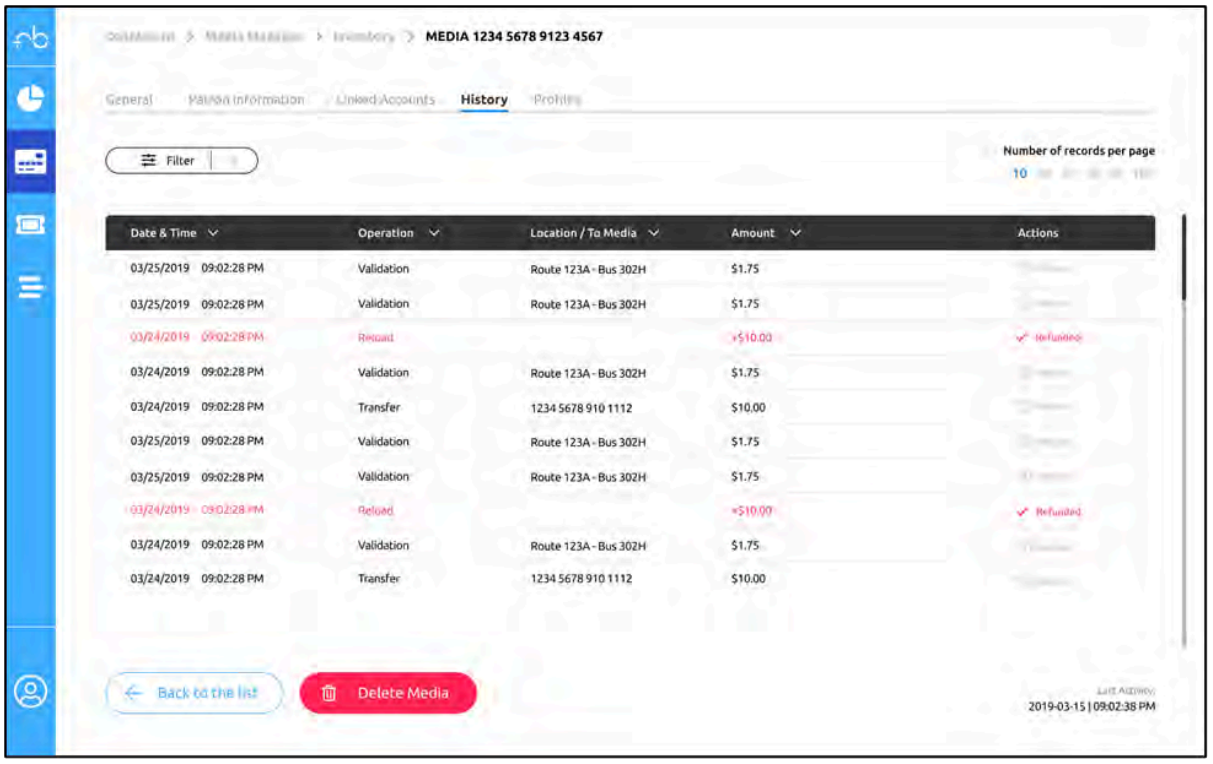
5.1.4.1.1.11 Fare media Manager

Flowbird provides a Fare Media Manager Module which is used to manage distributed fare media as well as ensuring stocks of physical media can be reordered when necessary. Operator personnel can track the status of each card, and when new cards are added to the system, import the new card numbers into the system as a .csv file.



Transit operator personnel can drill down and get detailed information about each card, whether that is the card transaction history or information about the account holder. In addition, agency personnel will be able to configure how a particular card behaves, or set up new cards, including linking specific user profiles to the card (e.g. if a card belongs to a customer who is part of an institutional fare program).

Details relating to the media can be accessed via the Media Manager. A user can view and update information about the patron, check and reload balances and check other details such as linked accounts, any citations, history of the media & control lists. The screen below illustrates the general information available about the fare media. The CRM module includes links to the Fare Media Manager.

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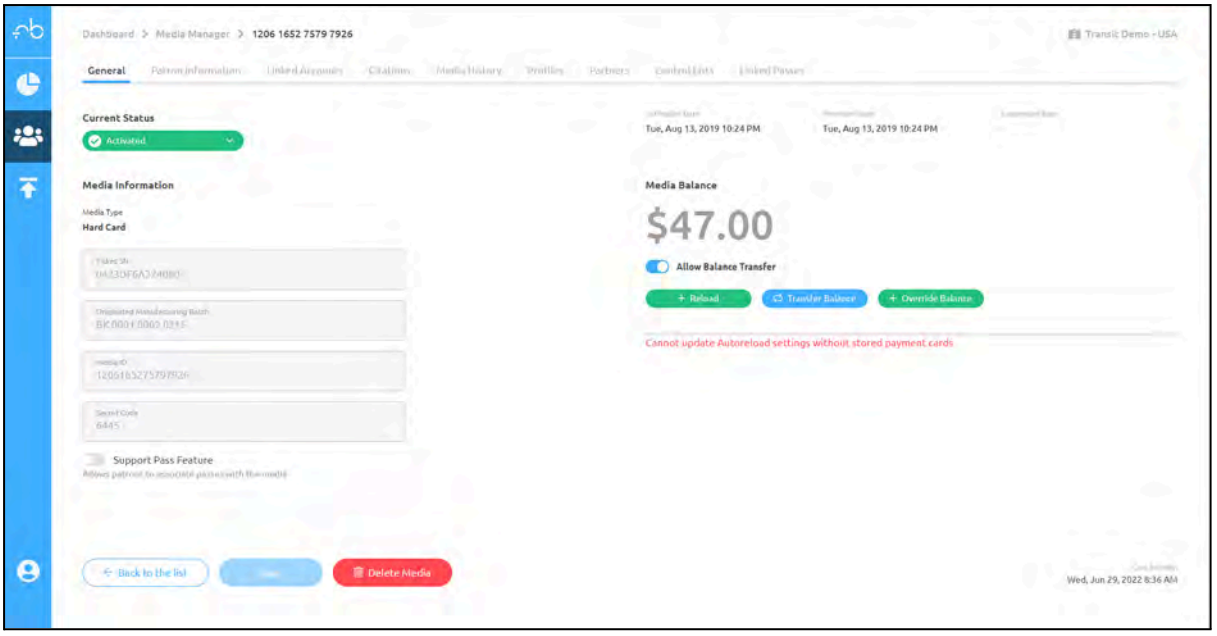

5.1.4.1.1.12 Media Ordering

The Media Manager allows new paper ticket rolls or smart card physical media to be ordered by an authorized user via the Flowbird Hub. The ordering system allows an authorized user to:

- Create and store media supplier details on the system
- Order specific quantities of particular physical media
- Enter expected and actual delivery dates
- Location for delivery of media
- Record details when the media is delivered (e.g. quantities, location etc.)

A record is kept of all media ordered which can be reconciled against stock still held when required.

5.1.4.1.1.13 Media Configuration

Ticket layouts for paper and smartcard products can be configured via the Flowbird Hub Ticket Layout editor The layout editor enables the authorized user to create and edit ticket layouts including text, typeface and 2D barcode positioning on the ticket.

5.1.4.1.1.14 Transit Promotions Management

The Flowbird Hub functionality has a number of different ways to support transit promotions, depending on the goals of the promotion, and who the promotion is intended to target.

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For system-wide promotions, Flowbird Hub offers the following:

- There is a loyalty points feature. As riders use the system, they can collect points, which can then be redeemed for fare discounts.
- Fare products can be created that last for only a specific area of time. For example, the operator can have discount or free fares for smog days, holidays, around special events, etc. This is done using the Fare Manager module for fare product creation and management. An authorized user can configure a transit promotion by creating a new fare (or reactivating an old one). An application start and end date and time for the fare is created together with conditions for usage.

More targeted approaches are also available.

- For events such as concerts, games, etc., where transit operators and the promoter want to offer ticket holders incentives to take transit, the Partners and Programs module can be used to create a new program for that event only. The ticket holders would receive a discount code that they could then use when purchasing a fare.
- Similarly, a program can be created that gives season ticket holders a transit pass as one of the perks/incentives.
- Fare products can be created for users with a specific profile (e.g. students), who may be eligible to purchase or receive a summer transit pass at a discount or free.

5.1.4.1.1.15 Business Rule Management

The Flowbird Hub supports both fare capping and fare product configuration and management.

5.1.4.1.1.16 Fare Capping

All over the world, fare capping has proved very popular because customers no longer have to decide what fare product they wish to buy. Fare capping also helps address fare-equity issues because it allows more customers to take advantage of the best fare prices available without the need to pay for an entire monthly pass up front. In addition, fare capping is better suited than traditional fare pass products for projected transit commuter use, where a significant portion of customers may only commute several times a week to work instead of every day as had been the case prior to the COVID-19 pandemic.

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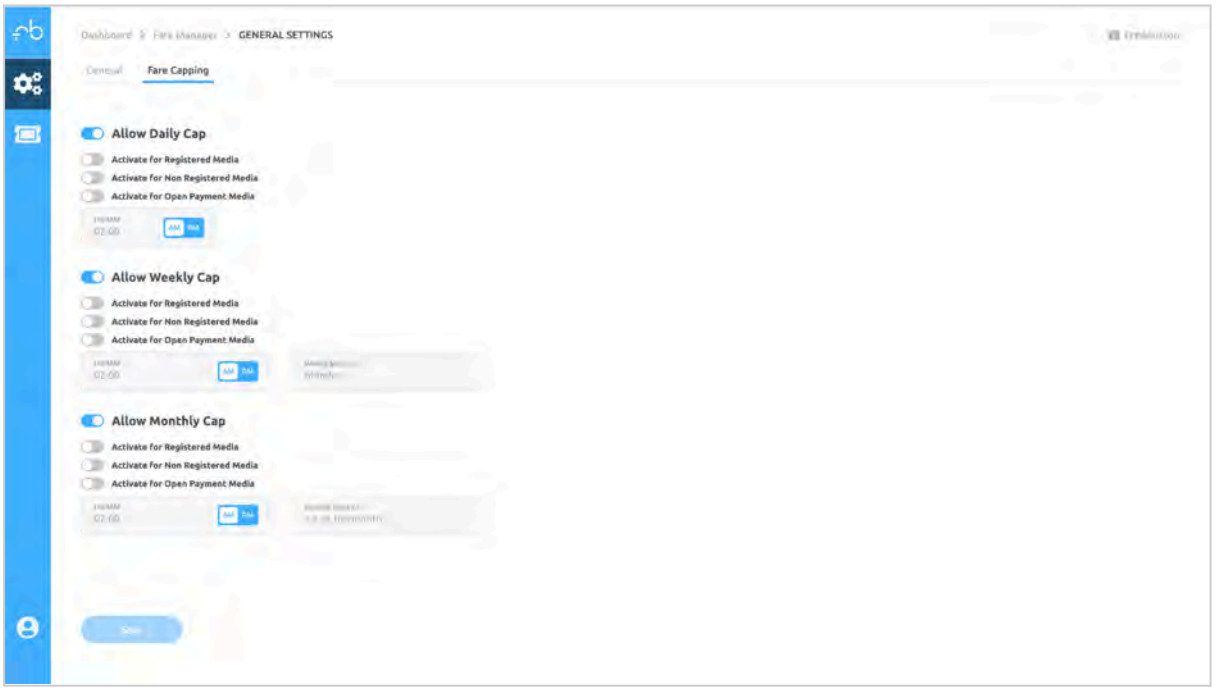
The Flowbird Hub supports the configuration of fare-capping rules that allow agencies to replicate the benefits and revenues of their existing transfer and pass products. It includes tools for agency personnel to make changes to these fare-capping rules as needed, including pricing. Customers only need to maintain funds in their agency-stored value account, and then use the QR code in their mobile app or the agency-issued credential to pay their fares as they travel.

The Flowbird Hub Fare Manager is a powerful yet elegant fare engine to support fare-capping policies. The Fare Manager service supports daily, weekly and monthly fare-cap configuration. Different fare-capping rules can be assigned to different agency services (e.g., local and express routes). Rolling caps (measured in days) are not supported. We have found that these end up being very confusing to customers as it becomes complicated to communicate where the customer is in the fare capping cycle. This then generates a lot of support calls to customer service.



5.1.4.1.1.17 Fare Product Management

In addition to fare-capping, the Flowbird Hub allows for the configuration and management of traditional fare products (e.g. passes). The Flowbird Hub Ticketing module is used to create and modify fare products, and sub products (concessions). Fares are stored in fare sets, although not all fares are necessarily active at all times. Fares can be effective as soon as they are created or at some future time and date.

The fare set activation parameters can be very specific, even for effective time periods of an hour, ideal for special events or variable pricing based on time of day. All fare changes are easily managed and can be evaluated prior to a planned or scheduled

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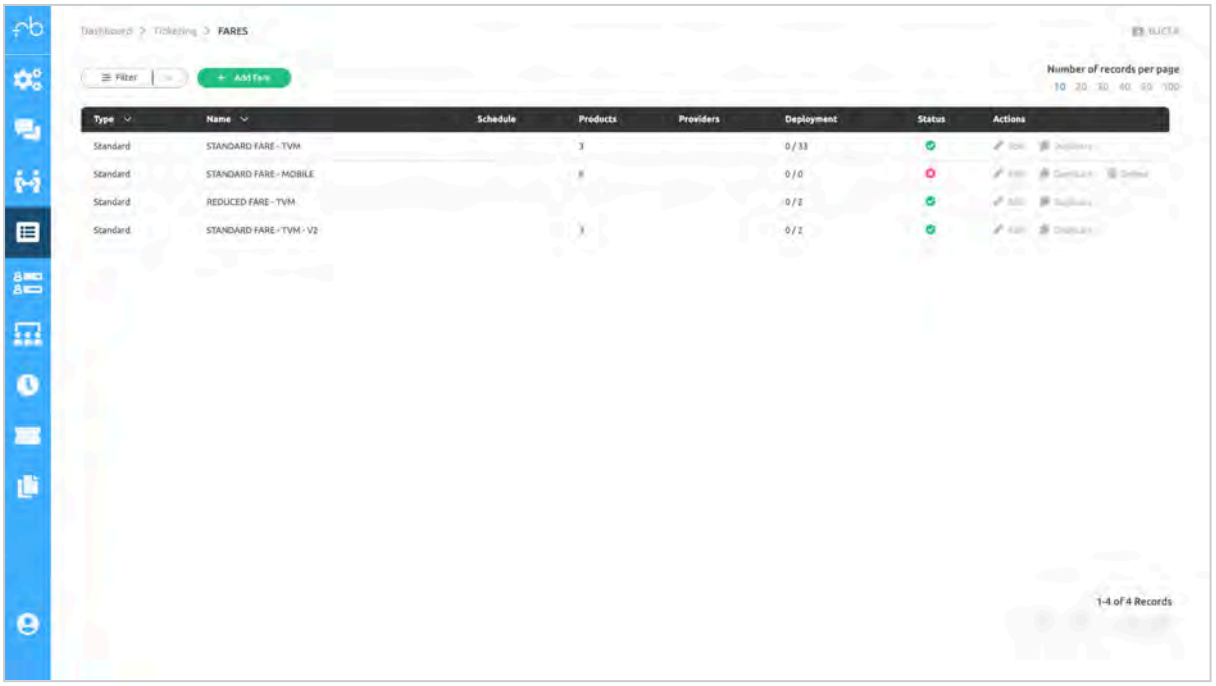
launch. This is an important feature of the Flowbird Hub, as it allows you to anticipate future needs and create in advance new product definitions before they go live.
When creating discounted fares, agencies can restrict their sale to those customers who have been assigned a specific profile. Typically, this would be after the customer has been verified as eligible. Within the CRM module, a profile can then be assigned to a user, giving them certain privileges (e.g., ability to purchase discounted or special fares).

The illustration below shows a list of fare sets. The column “Products” shows how many different fare products are assigned to the fare set.



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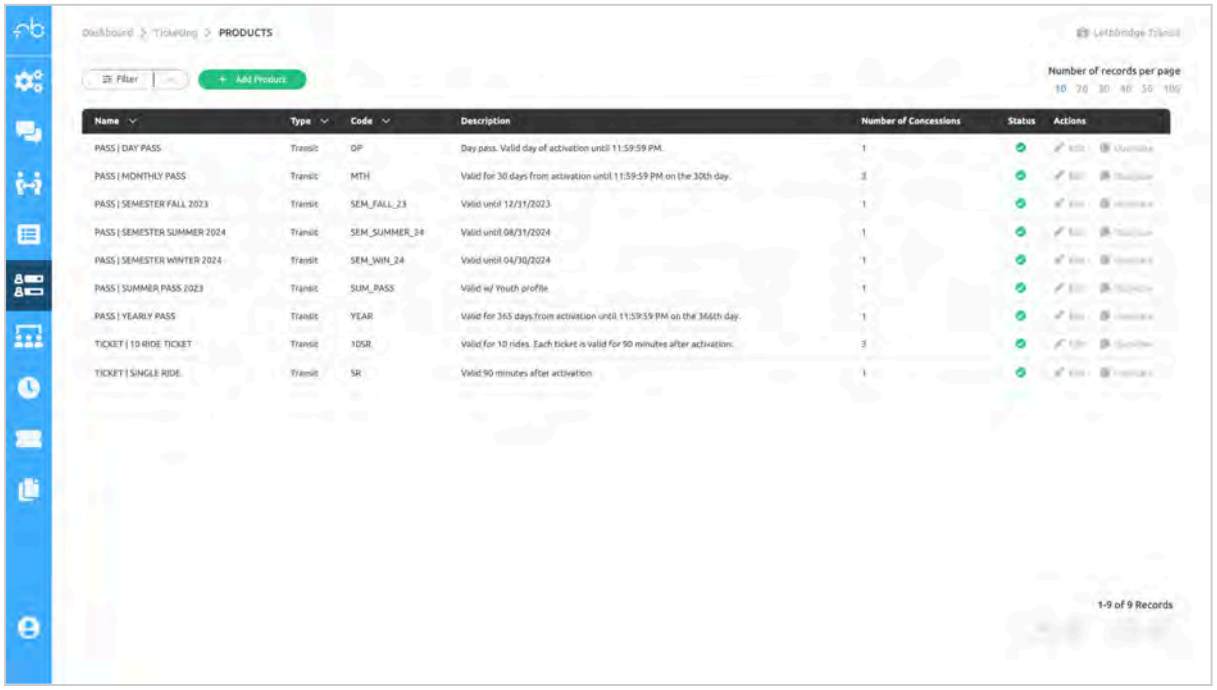
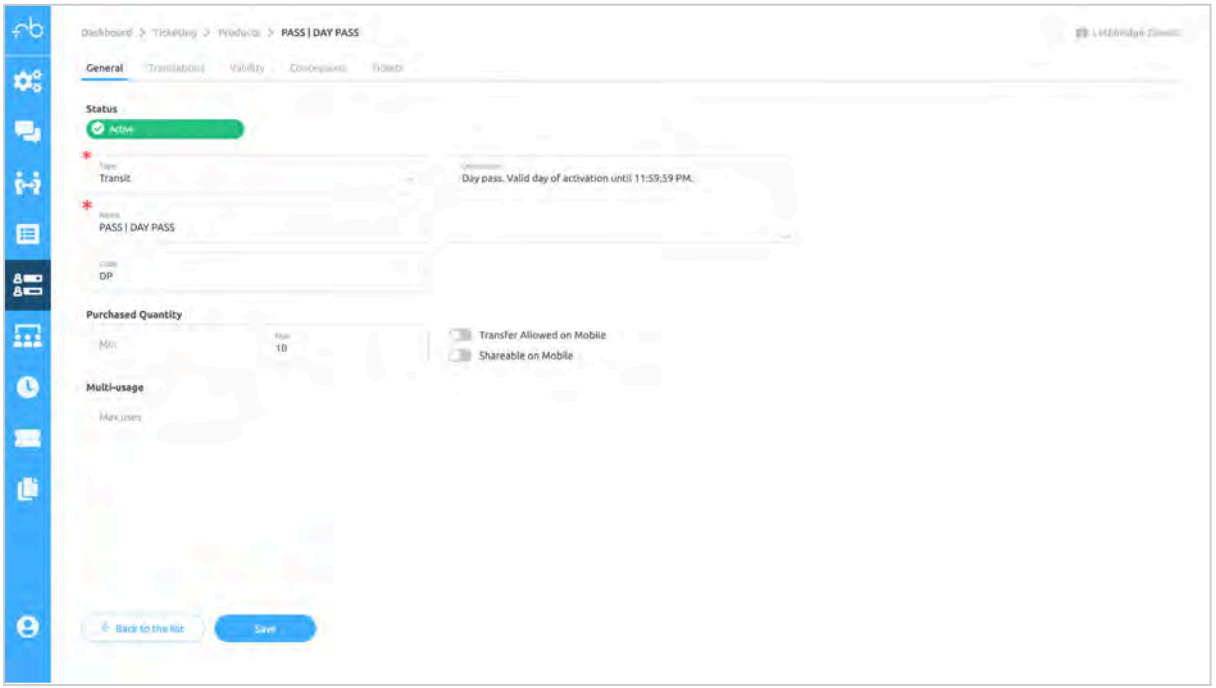
The following illustration displays the fare products that have been configured by the agency for the system, and which are available to be assigned to a fare set.



The next illustration shows the detailed definition of a product. There are options for allowing the sharing of the products and defining transfer rules as well as the min/max quantities of the fare product that can be purchased during a single transaction.



A product can be configured to be sharable and/or transferable.

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When sharing is allowed, the system allows the configuration of the number of times a ticket can be shared (such as one family sharing a ticket). When a pass is shared, it needs to be activated first, then shared with other account holders.

When a pass is transferred, it is actually moved from one account to another (e.g., a customer purchases two passes, and then transfers one to a friend's account). To prevent double use of a pass, passes cannot be transferred post-activation.
Both features use an email address as the identifier for the account of the recipient. The recipient will receive an invitation to accept the transferred or shared pass.

5.1.4.1.1.18 Fraud Management

Flowbird Hub has a variety of tools and controls to protect transit operators and riders from fraudulent use of the fare collection system.

5.1.4.1.1.19 User Controls

Most fraud is committed by insiders. Fraud control begins with ensuring that Flowbird Hub users are only given access to the functions and features that they need to carry out their job responsibilities. The Flowbird Hub Users module gives operators the ability to create an almost unlimited number of user categories, so the access rights can be very tightly focused. Access is controlled not just to different Flowbird Hub modules, but also to functions within the module.

The Flowbird Hub generates user logs that track what users do. These are used to detect anomalies and trends. But, they can also be used to investigate cases of suspected fraud.

5.1.4.1.1.20 Analytics

The fare collection system generates a tremendous number of transaction and device event records. Tableau is a very flexible tool that allows deep analysis of the data to detect trends and anomalies such as a fare media being used in multiple separate locations within a short period of time (indicating the fare media has potentially been copied).

Unwelcome or unexpected trends do not necessarily mean there is fraud, but could point to a weakness in a policy or fare product design. For example, IndyGo has a program for high school students to receive bus passes. The intention of the program is for the students to use public transit to get to school. However, using Tableau to create a specific query, IndyGo was able to see that students were making significant use of their transit passes outside of normal school commute hours. This is not necessarily a bad thing, but informed the agency's negotiation with the schools regarding the cost of the program.

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5.1.4.1.1.21 Fare Media Controls

One of the common concerns is that fare media is hacked and duplicated. This is in fact not easy to do in scale. However, for protection, the data on the card media is encrypted.

When cards are procured, they have nothing associated with them. Therefore, they have no value. Profiles (e.g. that give discount fare privileges) are assigned to the fare media in the Flowbird Hub, and not on the card itself.

To ensure tight control of discount profile assignment, operators can implement policies that require riders to provide proof of eligibility, and allow only operator personnel to assign a certain profile to an account (e.g. person eligible for paratransit).

An additional control is to add photos to cards that are associated with an account with a discount profile. However, this serves more as a detraction against use of the card by someone who is not eligible for a discount fare, rather than a true control.

A user can access the mobile app on multiple devices. However, they can't have the mobile app open and logged in on more than one device. When a user logs in to their account on one device, the application logs out on the other device.

5.1.4.1.1.22 Control Lists

As described earlier, to support and faster more reliable validation processing, the Flowbird Hub uses positive and negative lists loaded onto the validators,
The lists are green (always approve) and red (always deny). All remaining fare media needs to be validated in real time through the Flowbird Hub). The lists are updated at each validator at a configurable time interval, typically set at every 15 minutes.
Existing lists are retained by the validators in the event of loss of communication until such time as the connection is restored when it will be updated again.
The control lists will be updated with information by authorized users regarding:

- Reported lost or stolen cards or devices
- Suspicious activity such as:
    - Fare media in use at multiple locations simultaneously
    - Duplicated barcodes (which should be unique)
    - Attempted use of barred media
    - Attempts to purchase a large quantity of fare products for a single account or fare media.

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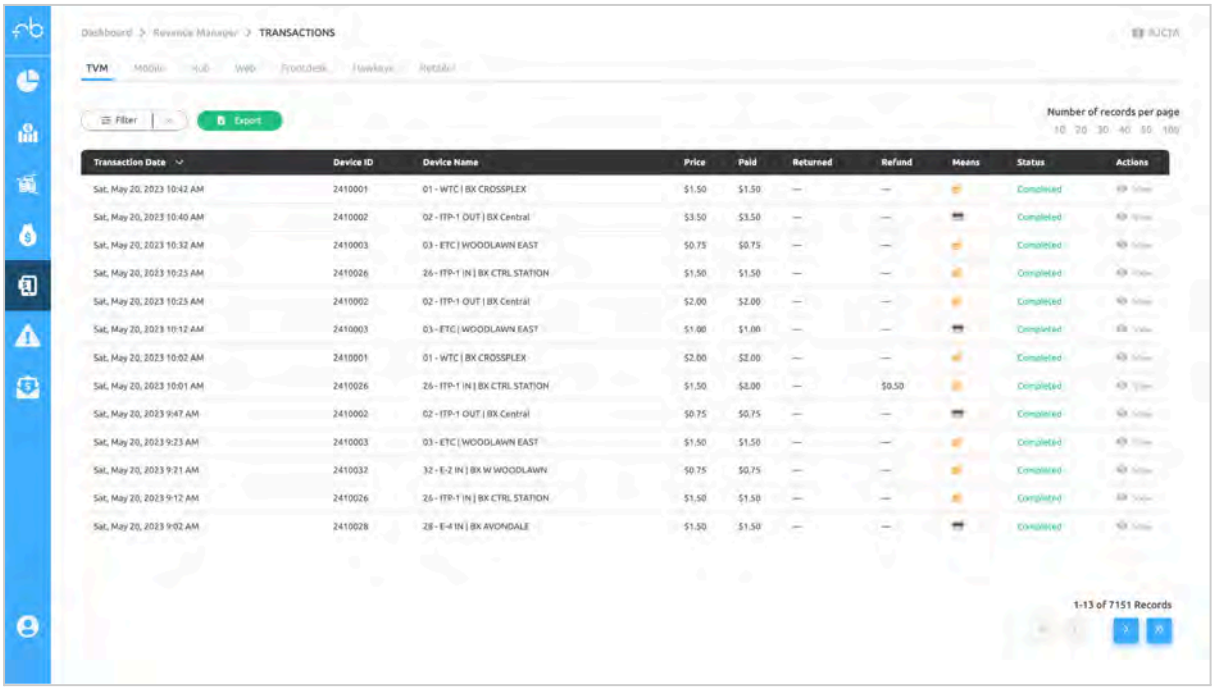
- Logging of attempted use of barred media including location, asset information etc.

5.1.4.1.1.23 Financial Management

One of the Flowbird Hub's primary roles is to process revenue transactions. Revenue reporting is largely provided using Tableau reports from data in the Snowflake data warehouse. Financial reporting can be provided using third party packages, which will be integrated with Snowflake.

5.1.4.1.1.24 Revenue Management

This module allows for the viewing of real-time and past revenue information by each sales channel (TVM, POS, mobile app, etc.). This functionality enables agencies to track incoming revenue for account reconciliation.
You'll note the separation between the TVM revenue, the mobile revenue and the web-generated revenue on the illustration below.



5.1.4.1.1.25 System Configuration and Management

The Flowbird Hub is rich with features that are highly configurable. This allows Flowbird to deliver customized systems to agencies, without custom development.

Configuration of user access, business rules and other aspects of the system have already been covered in previous sections of this proposal.

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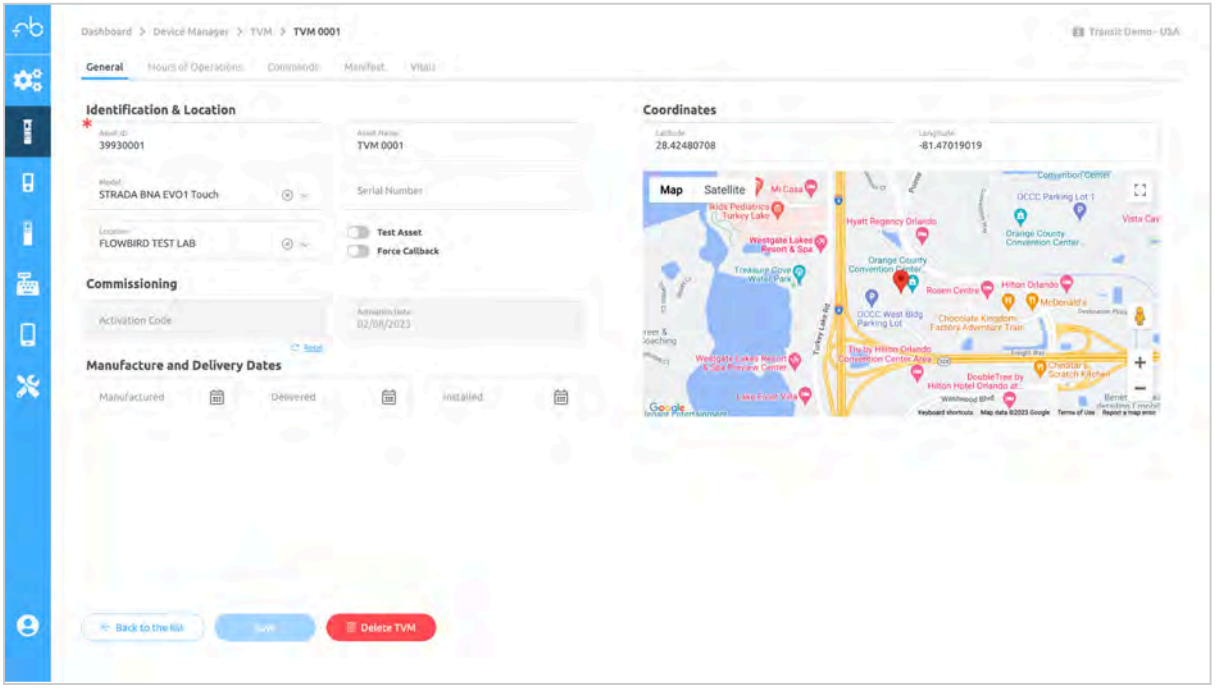
In this section, we'll describe device configuration, which uses several Flowbird Hub modules. Together, these allow authorized users to remotely configure and update equipment, and in real time, monitor its performance.

5.1.4.1.1.26 Device Configuration

The Topology module is used to create locations (e.g., stations, platforms, bus, etc.) to which devices such as TVMs, validators and gates are assigned. This information, such as a map to show the location and status of all devices connected to the fare collection system, which is then used by the rest of the system.
The Devices module manages all aspects related to the definition of the operator's fleet of assets (devices) connected to the Flowbird Hub. This includes configuring the device name,

location and location coordinates (to enable displaying the asset on a map). In addition, a device can be configured with different hours of operation than defined for the fleet in general.

The following diagram indicates how the device configuration is typically presented to the user.



5.1.4.1.1.27 System Monitoring

The Monitoring Service provides a dashboard showing equipment performance for the entire installed base of devices. More detailed information about each device is

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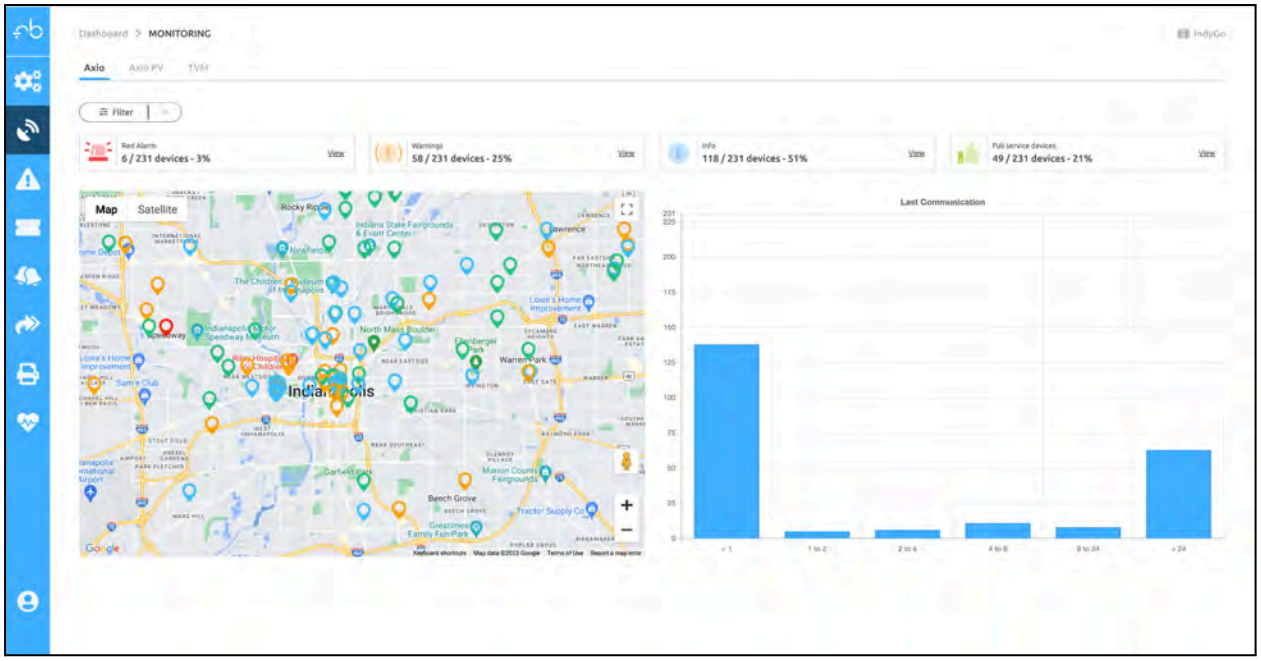
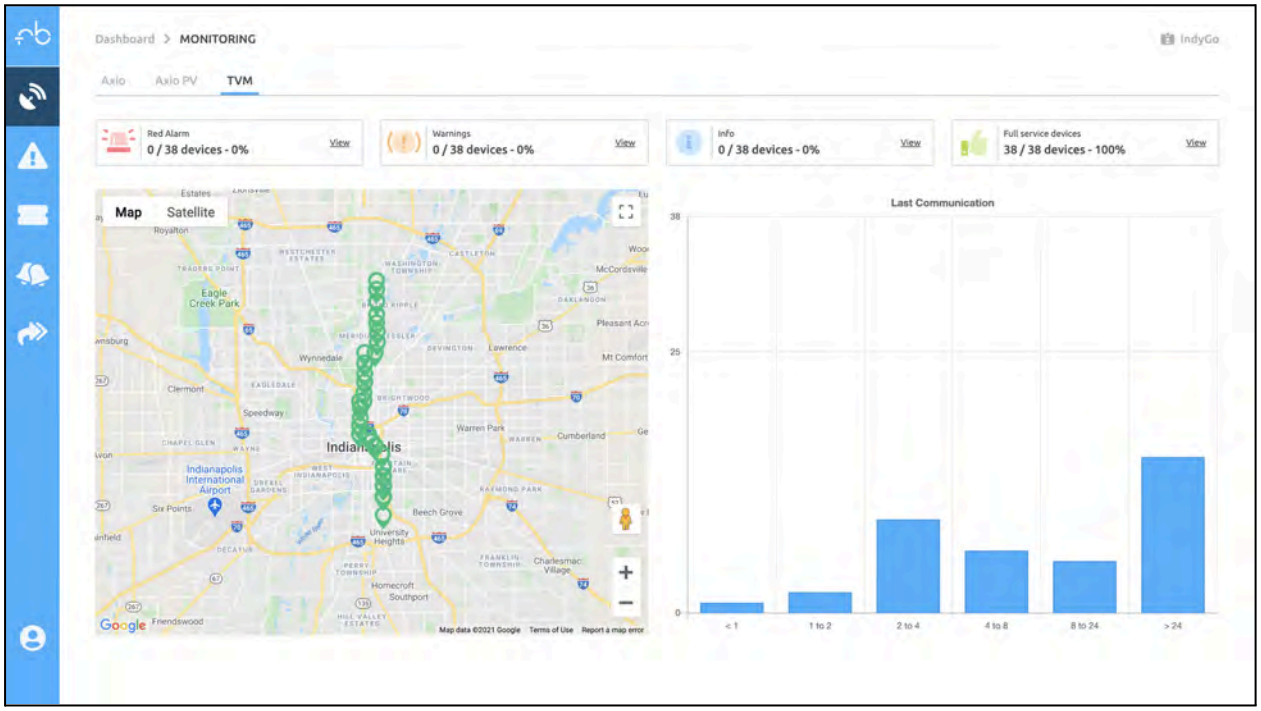
displayed by clicking on the marker representing that device. Users can view both current status and alarm history. Filters are used to search for specific alarms. This is illustrated in the following diagrams.





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5.1.4.1.1.28 Data and Reporting

Flowbird provides an extensive data management and reporting platform to transit operators. The system will be handling large amounts of data in near real-time. Flowbird is therefore providing data warehousing facilities to take data from the Flowbird Hub and make it available for reporting through a variety of tools.

5.1.4.1.1.29 Data Warehousing

Fare collection systems generate significant volumes of data, including fare transaction record, event histories, access logs, etc. This data belongs to the transit operator; Flowbird is simply the caretaker and maintainer of the data for the duration of a services contract.

The Flowbird solution uses two data stores: a primary throughput optimized database (Amazon Aurora) for system operations, and a data warehouse (Snowflake) accessible to transit operator users. The data warehouse contains a copy of the data, current to the previous calendar day and optimized for querying and data-mining activities. This solution architecture means that an operator can have access to its data without impacting the processing speed of the fare collection system, even if compiling complex reports that require significant data-processing power.
The data in the data warehouse is accessed and reported on using the best-in-class Tableau software supplied by Flowbird as an element of the system. In addition, operators can have full access to the data warehouse using their own reporting solution.
Flowbird will produce a System Data Warehouse Design document which will describe how data is to be stored and referenced by the system.

5.1.4.1.1.30 Reporting and Analytics

Reporting in the Flowbird Hub system is robust and incorporates two major features. First, the Flowbird Hub incorporates real-time data and graphics directly in modules. This allows operator personnel to actively review and manage the system.
For more in-depth reporting and data-mining capabilities, Flowbird supplier Tableau as part of the system. Tableau is a premier analytics and data-visualization solution,

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enabling agency personnel to create custom reports, conduct data analysis from multiple data sources, and use data visualization to gain insights into the agency's operations and customers. It is a popular, reliable and economically priced browser-based application.

The Flowbird Hub reporting and analytics system proposed presents a number of key benefits to operators:

- It is based on the standard, commercial off-the-shelf Tableau package, meaning it is widely understood with and by many additional tools.
- The Tableau system can be rapidly configured by operator staff to provide custom reports to match business needs.
- It is based on knowledge gained by Flowbird's extensive experience of providing transport-ticketing solutions.
- Reporting information is readily exported from Tableau to other operator systems and third-party financial systems
- Simple-to-read financial dashboard reporting provides data for informed operating decision-making.
- Data can be tiered to allow rapid comparisons (e.g., rider numbers, ticket sales, fare income, etc.)

Tableau allows users to create and publish dashboards and explore data using a variety of interactive visualization tools. More importantly, users can ask questions from any connected data source using natural language. Tableau's Dashboard Starters, designed to help users hit the ground running with actionable data in minutes.
Tableau is an established reporting technology standard that enables everyone in an organization to see and understand data, with offerings for every user type. From casual users looking to make data-driven decisions from a published dashboard, to data enthusiasts who want to use web authoring to ask new questions from published data sources, to data geeks who want to create and share their analyses and data sources with the rest of the organization.
Following are sample reports created using Tableau.

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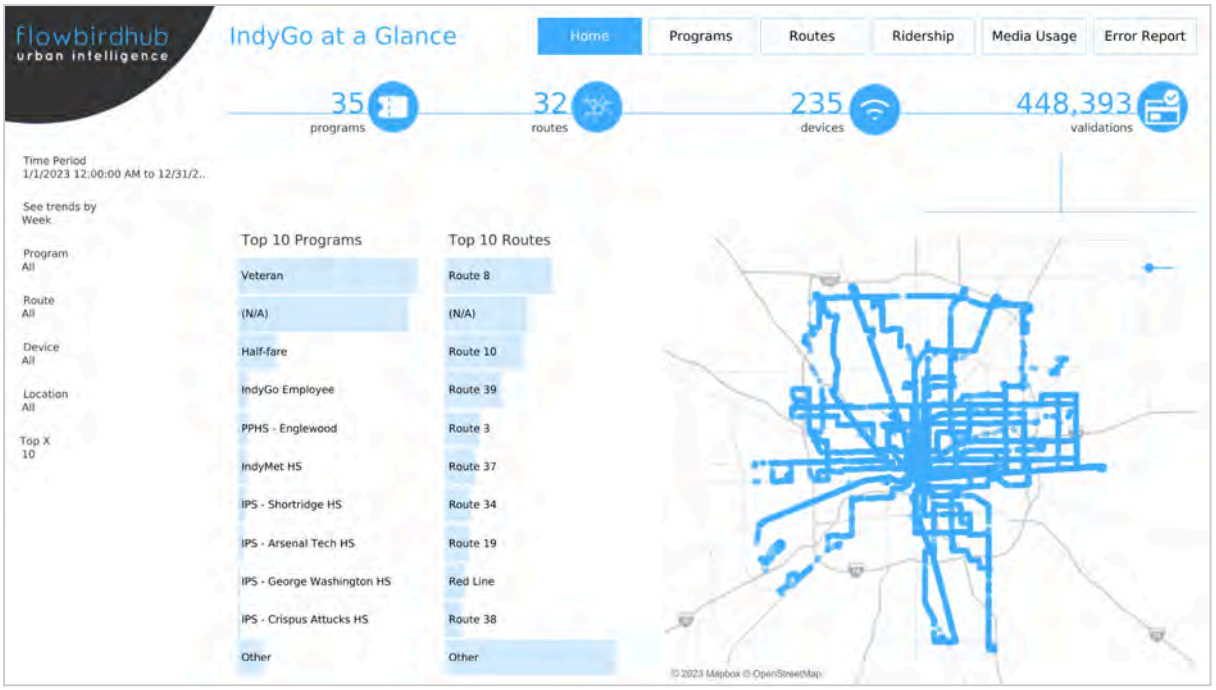
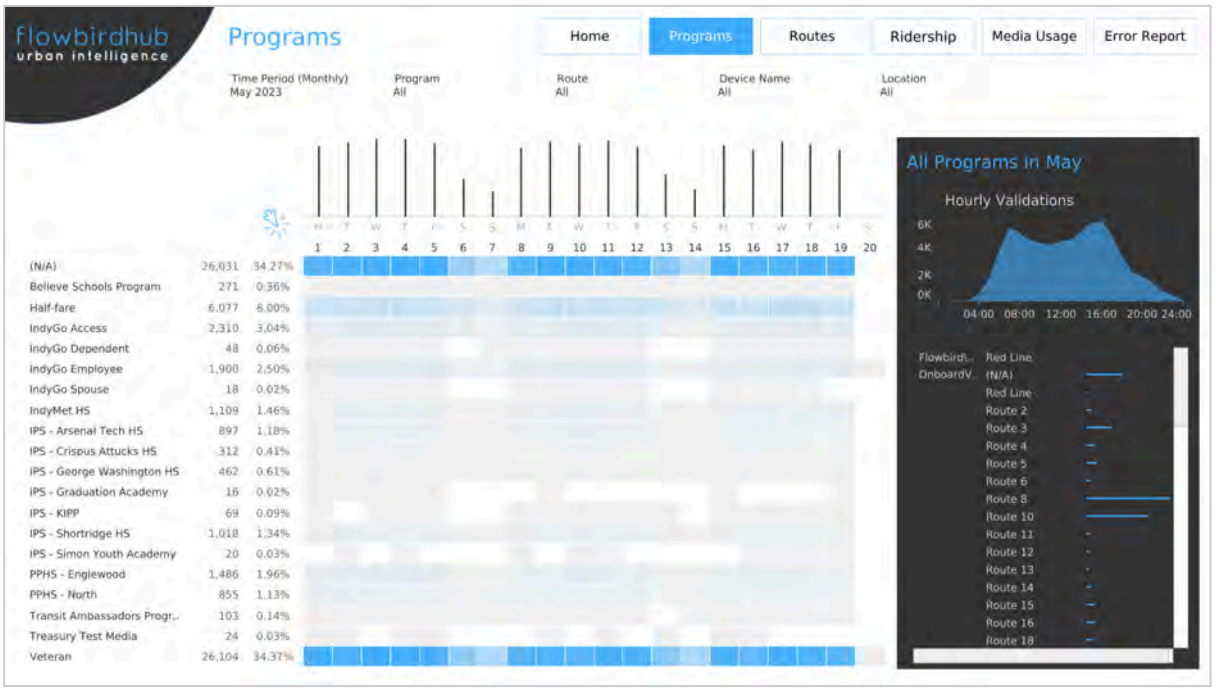


Activity report with geolocalization of the events



Activity on the transportation network with a focus on the usage of programs

5.1.4.2 Website and Mobile Applications

5.1.4.2.1 Mobile App

Flowbird has extensive experience across the globe designing mobile apps for fare payment applications. Our mobile app is one of the many fare sales channels

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supported by the Flowbird Hub. It is a white-label product, configured with the color scheme, logos, web links, etc., which will match transit operator's corporate identity. The design complies with existing accessibility standards and supports the Android operating system's native voiceover features. Customers can download the application from the Apple or Google app stores, where it will be made available as the operator Transit Ticketing App (or whatever branding is selected by the operator).

Flowbird will tailor the app for the operator's particular needs. We have experience doing this with other transit agencies, so bring a lot of knowledge and experience in creating a world beating user experience for operator riders.

Key advantages to riders

The Flowbird Mobile App presents a number of key advantages to riders:

- The user interface design leverages Flowbird's vast experience in developing apps for other transit agencies
- Flowbird will involve rider interest groups in development of the app
- Payment services will be easily accessible for riders allowing them access to a range of services including creating or topping up accounts
- Easy integration with future services such as rewards schemes encouraging riders to use transit operator services

Key Advantages to Transit operators

The Flowbird Mobile App proposed presents a number of key advantages to operators:

- A existing proven application that will be configured to operator's specific requirements,
- A white label app which can benefit from Flowbird on-going developments without incurring significant additional costs for an operator
- Providing an opportunity to generate advertising revenue for an operator
- Access to the US based Flowbird App team for future developments

Customers use the mobile app to set up an account for maintaining funds in a stored-value purse, purchase fares, and to view their transaction history. They then use the mobile app's dynamic digital QR code as a credential to ride. The mobile app is supplied in both iOS and Android versions, providing the features and functions expected by transit agencies. Customers find the application very familiar and easy to use, since the user interface consists of layouts, functions and processes that are common to many other mobile applications.

While feature-rich, the mobile app's user interface is based on a minimalist design for graphics and text, as a cluttered screen is difficult to use. The selection keys are logically organized and well-spaced to limit the chance that a customer will press one

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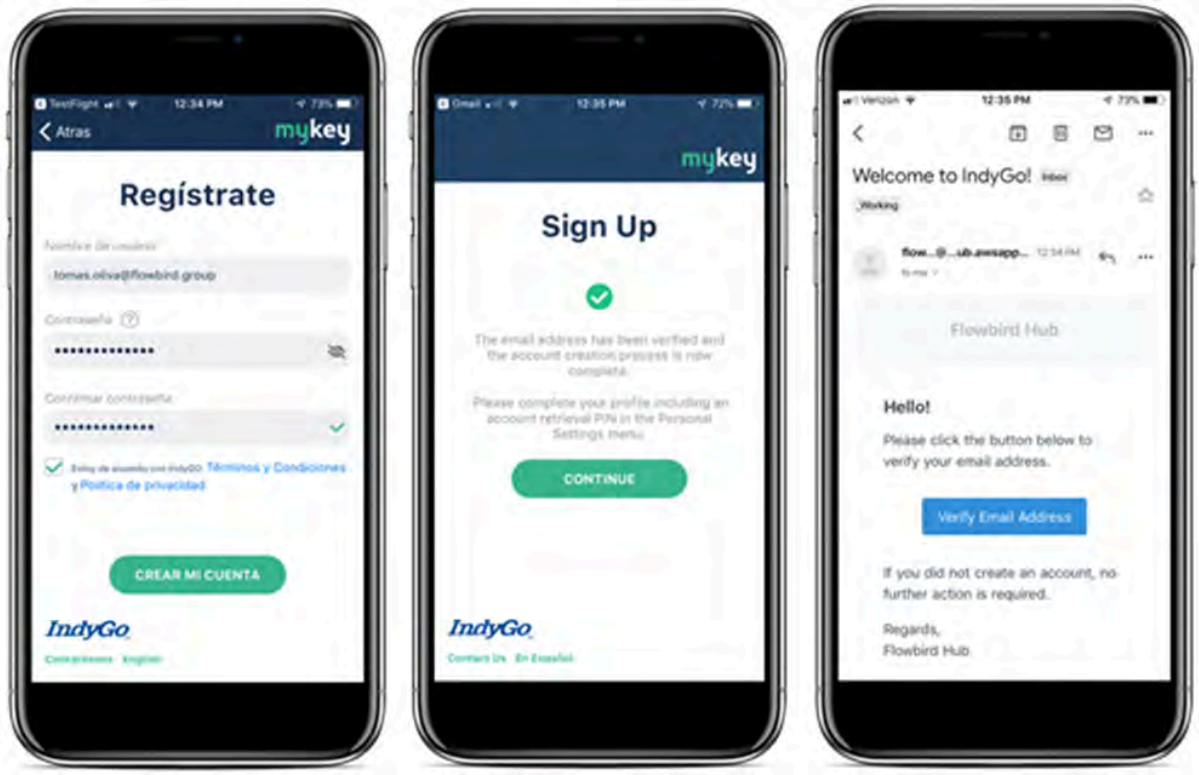
or more keys incorrectly. The concept of a shopping bag is used to enable the purchase of more than one fare or product during a single transaction.

5.1.4.2.1.1 Launching the App

During the initial launch of the mobile app, following its download, customers are presented with the options to log in or sign up. Customers can also use the application without registering, a feature intended for one-time or infrequent transactions when a customer does not want to set up an account. However, in that case, customers don't get access to all of the mobile app functions and features, such as the ability to save a payment method.



Customers can manage their account via the personal settings menu, where they can:

- Choose a password (following industry best practices, passwords are encrypted using a Flowbird-defined algorithm before being sent to the Flowbird Hub).
- Add a credit card on file.
- Manage subscriptions to receive email and/or SMS alerts.
- Check or delete history of ticket purchase dates, times and amounts.
- Delete their account.

Flowbird fare collection systems support the use of profiles to get access to reduced fare pricing. This feature is accessible not only through the mobile app, but also using the Customer Web Portal, Flowbird Hub CRM and the FrontDesk POS application.The system offers three ways for a profile to be assigned to a customer :

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- Immediate enrollment using a code provided by the operator. The code is defined in the configuration of the discount fare program and presents a validity period as well as a number of uses..
- Submitting an enrollment request using a code. The program is configured to allow the patron to use a code to request the enrollment but an operator customer representative will first have to validate the request.
- Manual enrollment. Operator customer service representatives will have access to CRM on Flowbird Hub (or the FrontDesk POS) and will have the ability to assign profiles to patrons.

5.1.4.2.1.2 Mobile Payment Configuration

To pay for tickets, customers can either enter payment information during the check-out process, or use a stored payment means. Payment options are credit cards as well as branded (Visa, MasterCard, etc.) debit and prepaid cards.
Setting up a stored payment makes the purchase of future tickets faster and more convenient. To maintain an uncluttered user interface, the number of payment methods registered to a user is limited to five by default. However, this limit can be adjusted. Expired cards are automatically removed from the list of available payment means.

The payment-means registration process is based on an API provided by Flowbird's payment processing partner and is compliant with PCI Data Security Standards (PCI DSS). The mobile app sends the registered card information to the payment processor and receives a token in return. The application only stores the data needed to perform the transaction payment as permitted by PCI DSS. Neither the mobile app nor the Flowbird Hub store the credit card information.

5.1.4.2.1.3 Transaction History

A purchase and transaction history is available for customers to see all purchases made from their account. When the history records are accessed, the mobile app checks with the Flowbird Hub to make sure the list of displayed items is accurate. Typically, this list is limited to the 10 most recent items, although the number of items on the list is configurable.

5.1.4.2.1.4 Addition of Account Funding via Mobile

To add funds to their account, customers simply select the amount they wish to add to their account and confirm if they wish to proceed with the transaction.

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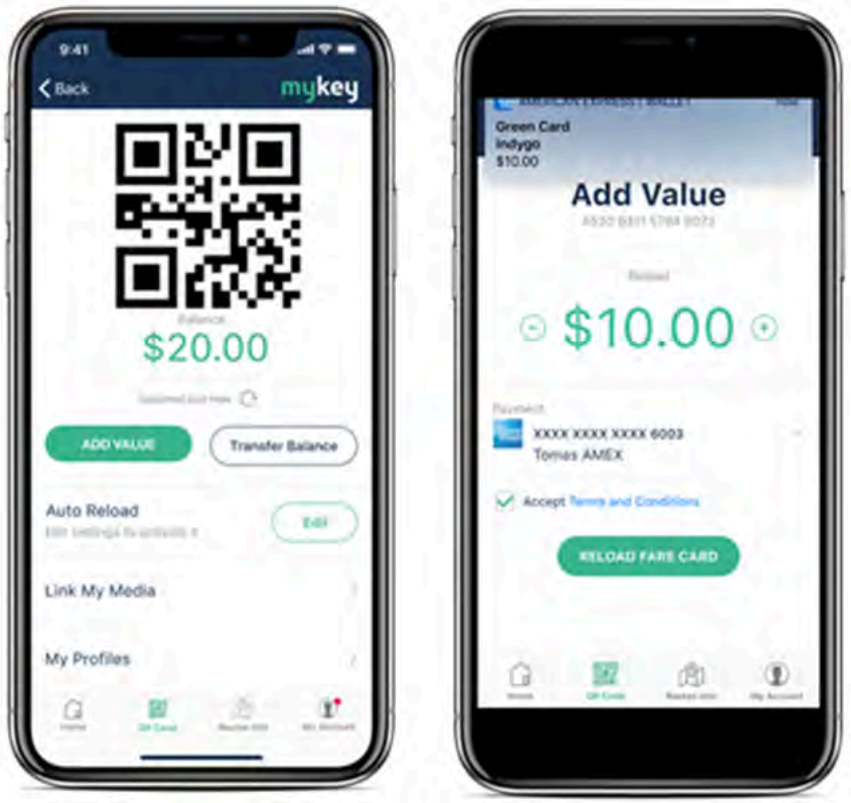

5.1.4.2.1.5 Buying Tickets via Mobile

Customers purchase tickets following the same process users are familiar with when buying products or services online. The choice of fare products (referred to as passes) as well as the time they can be used (at time of purchase, when activated, some time or specific days in the future, etc.) is configurable by the agency using the Flowbird Hub ticketing service. The steps to purchase products are:

1. **Select a provider.** The Flowbird platform natively supports the notion of provider. This allows the operator to offer fares related to other service providers (e.g., microtransit services) or transit partners. This feature can be disabled by configuration if not needed.
2. **Select a product.** The product is the type of pass (e.g., single ride, day pass, 31-day pass, etc.). The number of products an agency can create and maintain using the Flowbird Hub ticketing service is unlimited.
3. **Select a concession.** The customer selects the rider category to which they belong (e.g., adult, child, senior, etc.), which determines the pricing for the passes available for sale. This step is not used if the customer belongs to an institutional fare program (e.g., a college student) or the agency requires verification of discount fare eligibility. In that case, the pricing presented for the passes available for purchase is based on the program to which their account is linked.

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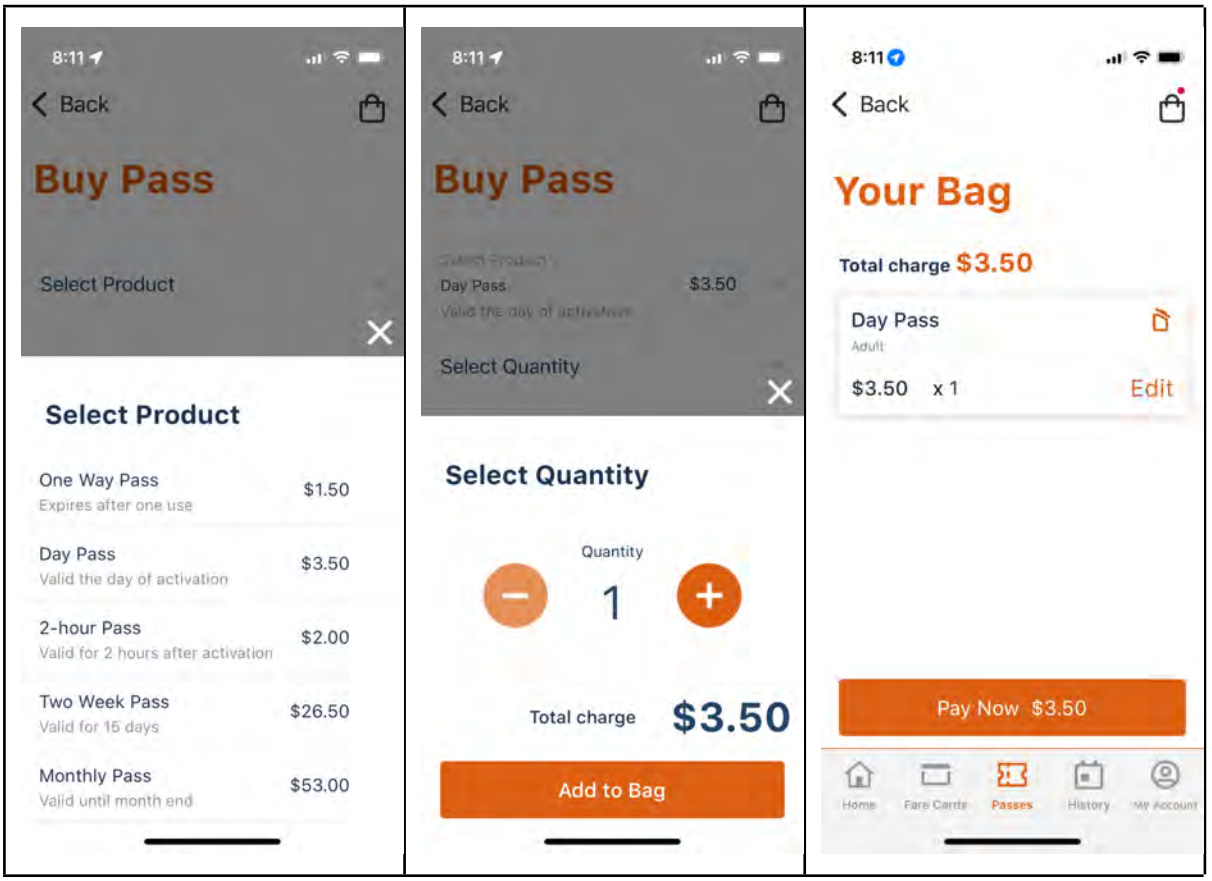
4. Select quantity of tickets. The maximum number of tickets for a same product is configurable in the Flowbird Hub ticketing service. By default, the most common limit is set to five tickets.



Once the selection process is complete, the customer is offered the opportunity to review the pass details and to confirm its addition to the shopping bag. The shopping bag can be accessed via an icon located on the top right corner of the screen. A red dot over the icon means that the bag contains items. Tickets or passes located in the shopping bag can be edited to change the quantity.

The “Pay Now” button at the bottom of the shopping bag content review page takes the customer to the checkout phase. To pay for tickets, customers use a stored payment means or enter the details of a payment method.

Immediately following the payment, the mobile app sends the transaction to the Flowbird Hub, which responds by supplying the values to be used to generate the ticket ID, QR code and other security features.

While purchases can only be made when the phone is online, purchased fare products stored within the application can be activated and used even if the phone is offline.

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5.1.4.2.1.6 Traveling with the App

When fare capping is implemented, travel is very easy for customers; they do not need to pre-purchase or activate a fare. Rather, they simply scan the QR code in their mobile app, which represents their account, from which the proper payment amount is then deducted. The QR code changes every three seconds to ensure account security.

When a customer is ready to ride, they can easily select their purchased ticket(s) and activate them, even offline. The activation and access to an activated ticket are based on a validity schedule defined for the product in the Flowbird Hub. This mechanism prevents a user from activating or accessing a non-rush-hour pass during the rush-hour period, for example, or a weekend pass to be used during weekdays.

Digital tickets include fraud-prevention features such as updated purchase and expiration dates and times as well as dynamic animations for visual enforcement. Here are some of those features:

- Multi-layered animation. The vehicle, clouds, trees, birds and background skyline are animated.
- Touch. Tapping the screen will reverse the motion direction.
- Rotating QR code. When enabled, the QR code is refreshed every three seconds.
- Product code. A large letter can be used to differentiate each product type.
- Remaining duration. A progress bar provides a visual representation of how much longer the ticket is valid.

The color scheme and the design of the animated vehicle are configurable at the Flowbird Hub. Each product can be defined with a different color and animation.

5.1.4.2.2 Customer Website

Transit operator customer websites complement mobile apps, allowing account access via a web browser. The site can be configured to allow for printing or emailing tickets, perfect for those users who may not have a smartphone. Similar to the mobile app, the customer website is a white-labeled product that will be deployed with operator brand colors and logos.

A common user experience will be created providing riders with an easy to use system which will be consistent wherever they are accessing it from.

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Flowbird has a customer experience team which has created websites for a large array of transit agencies for parking and transportation ticketing. This includes creation of systems for some of the largest transport agencies and authorities in the world.

Key Advantages to riders

The Flowbird Customer Website proposed presents a number of key advantages to riders:

- The user experience will present as similar a user experience as possible to the mobile app
- Flowbird will involve rider interest groups in development of the customer website as with the mobile app
- Potential linking with third party services to provide customers with information (e.g. tourist information, future events and travel updates
- Payment services will be easily accessible for riders allowing them access to a range of services including viewing balances, creating or topping up accounts, autopay etc.
- Easy integration with future services such as rewards schemes encouraging riders to use transit operator services

Key Advantages to Operators

The Flowbird Customer Website proposed presents a number of key advantages to operators:

- A customer website will be developed jointly with the operator and their marketing groups to ensure a consistent message to riders with the mobile app
- Providing additional advertising revenue potential for operators
- Easy creation of special offers and rewards to encourage riders on the operator network
- The printing and distribution of tickets will ensure riders without access to a smart phone can still use online services
-

Customers can set up an account or access one created previously. The credentials are the same as used for the mobile app; thus, customers can, at any time, choose to access their account using the platform that is best for them. As with the mobile app, users can complete the following tasks on the site:

- Configure their accounts
- Add/change payment methods
- Purchase tickets and passes
- Review transaction history

Customers can also manage the fare media associated with their account. This feature is also available on the mobile app.

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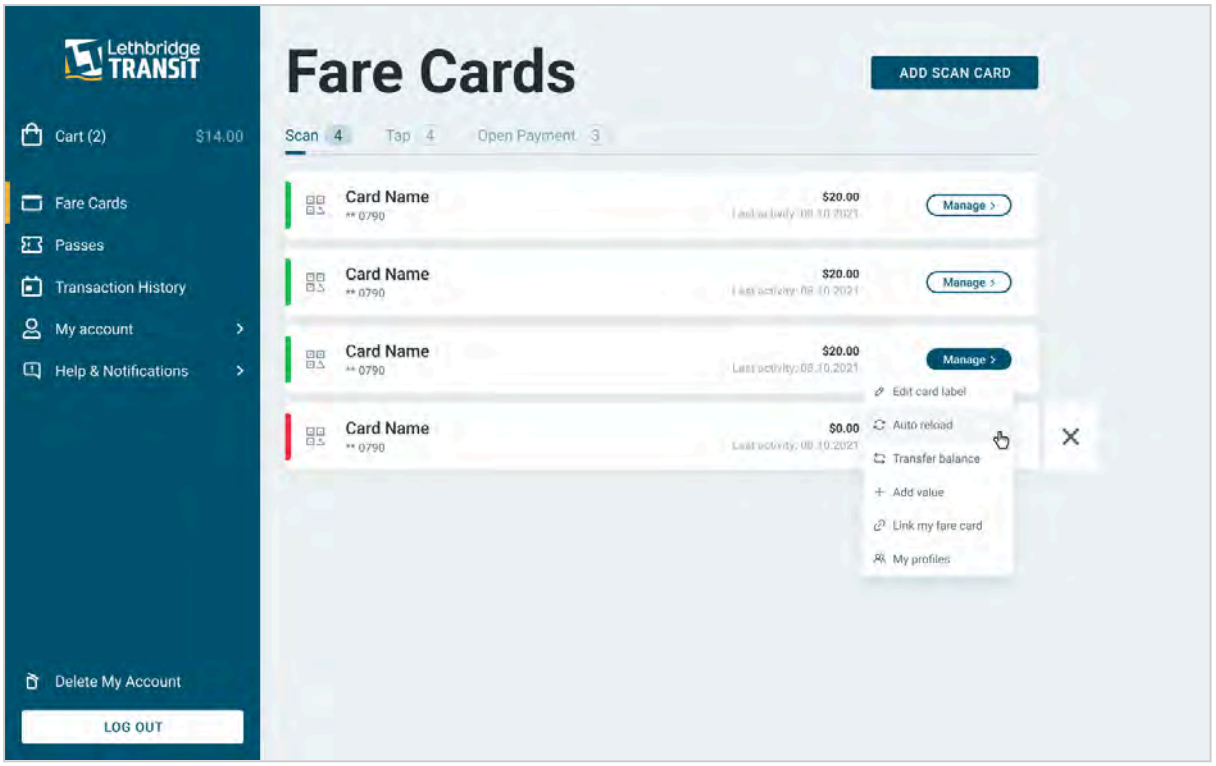

As with all other Flowbird modules, the customer website connects to the Flowbird Hub for seamless solution management. The homepage of the site presents an account dashboard with navigation links at the top and to the left to allow navigation within the different menus.

To use the customer website, an account must be registered using, at least, an email address. By creating a personal account, customers are able to manage fare cards online and on their mobile device, as well as protect their fare card balance. If a card is registered and is lost or stolen, operators can freeze the remaining balance and transfer it to a new card. With a personal account, customers can also set the default language displayed when they log into their account.

Customers can associate one or more of their smart card credentials and the mobile ticketing application with their account. Once they have obtained a transit operator smart card (or downloaded the mobile app), they will be able to purchase fares for their account and link them to a specific smart card credential (or mobile app). Where fare capping has been implemented, they will add funds to stored-value accounts associated with specific fare media in their account.

The customer website also provides registered customers with online account-management tools, with which they are able to check balances or stored passes and view their ride history.

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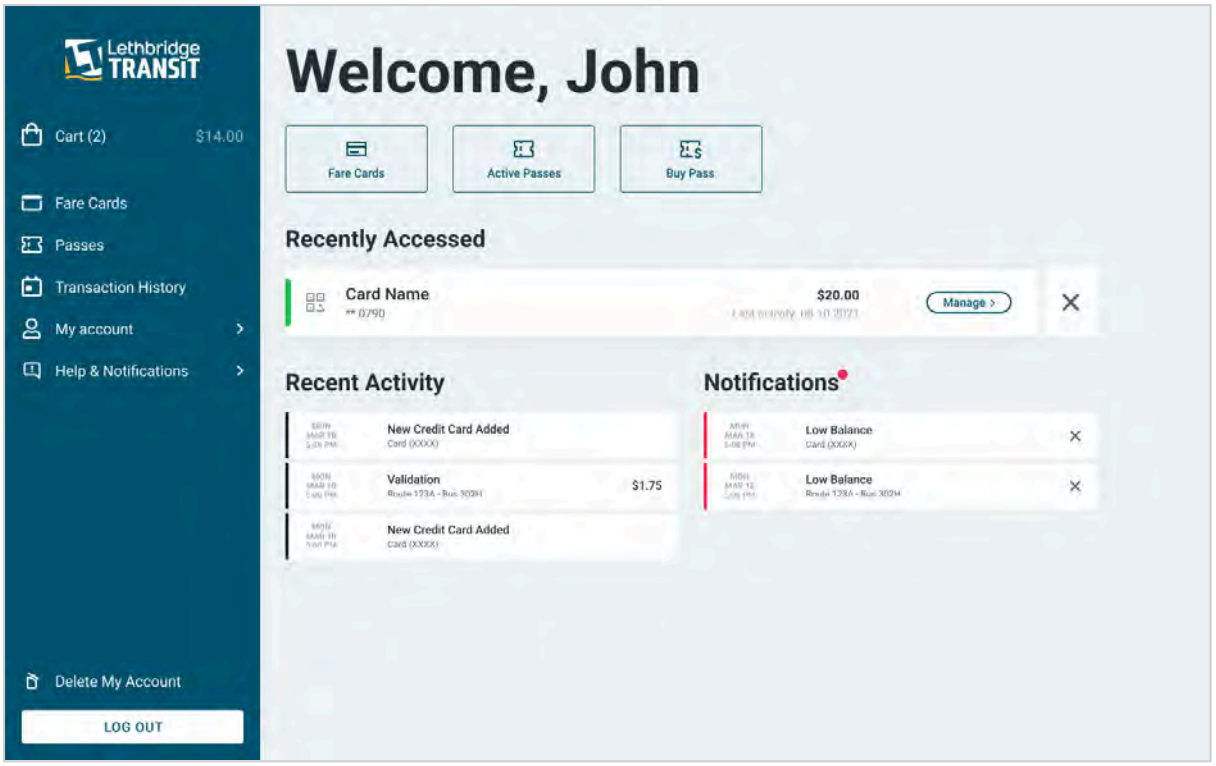

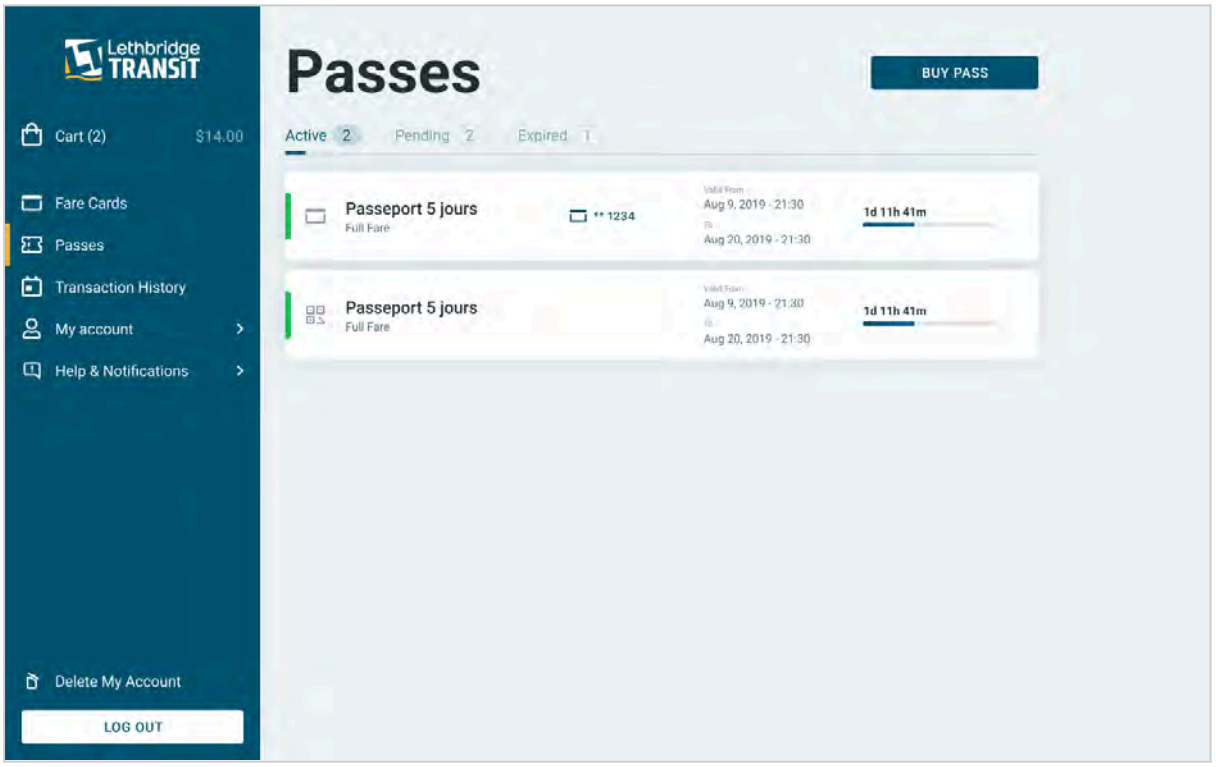

Located at the top of the left navigation menu, the "Passes" link provides access to the list of tickets held on a customer's account.

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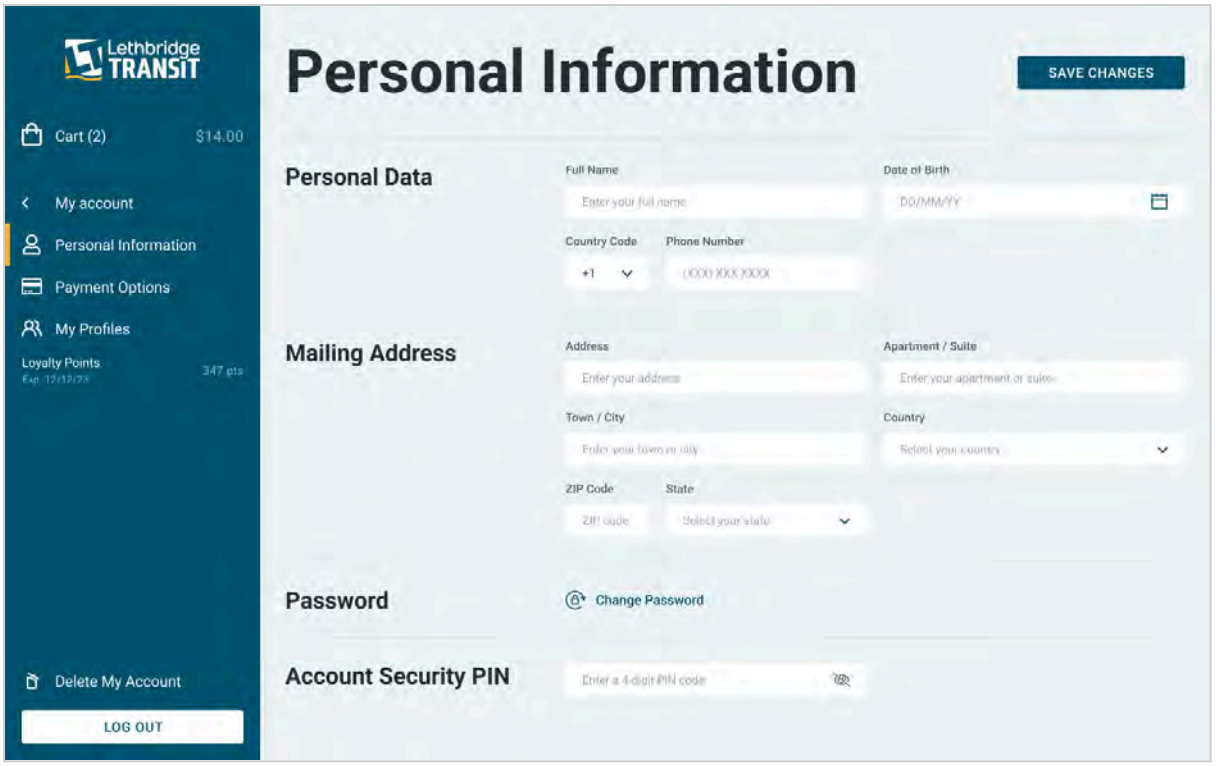

Personal data customers can input to the system. The only required field is the email address that serves as the unique identifier for the account.

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5.1.4.3 Onboard and Platform Validators

Flowbird Axio validator installed on the Monaco bus system, supporting Open Payment as well as validating Flowbird's Monapass MaaS application.

The Flowbird Axio validator is a state-of-the-art device benefitting from the latest generation of embedded processor technology, running the Android operating system. It includes both the most sophisticated contactless smartcard interface electronics on the market today and an encrypted barcode scanner.

The Axio validator will be supplied in two different form factors. The electronics, functionality and certifications are the same across both models.

The architecture of the new validator is based on the Flowbird Axio platform and offers fast and reliable processing capacity for all media allowing travel on public transit using closed-loop smart cards, contactless bank cards, QR codes and NFC media. The contactless reader is PCI PTS and EMV Level 1 and Level 2 certified for payment.

The Axio is Flowbird's fourth-generation, state-of-the-art open-platform validation device that includes the following attributes to make it user-friendly for all riders:

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- The IPS color, 5” high-brightness TFT touchscreen and backlit display ensures optimal visibility.
- The display, colors, messages, action and dynamics of the transaction are configurable.
- The validator is fitted with a speaker and an internal amplifier.
- The device runs on the Android operating system.
- The contactless target is fitted for smart media and contactless bank card payments.
- A barcode/QR code scanner is included.
- Communication is via an Ethernet connection to an on-board cellular router or existing wired Ethernet. The validator includes an internal daughterboard to provide WiFi communication as back up, as well as Bluetooth capability.
-

The Axio validator is certified and tested to a broad range of standards applicable to on-board and off-board electronic equipment, as well as banking security standards required for the processing of bank card transactions. The Axio validates contactless smart card credentials as well as paper tickets with a QR code and tickets purchased on the mobile app. The validator also allows for quick and reliable fare payments using contactless EMV bank cards and NFC-enabled mobile wallets.

Key advantages to riders

The Axio validator presents a number of key benefits to riders:

- A very reliable device that riders can be confident will operate in all conditions (even if data communication systems are inoperative for any reason)
- A common user experience between gates, platform and bus validators, making it easy for riders to access the device
- An easy-to-read display with audible alarms providing clear information to riders when they travel
- A simple user experience designed to allow riders to quickly use the device and travel on their way
- A flexible product allowing use of closed-loop and contactless cards, paper tickets and mobile devices, depending on riders’ personal preference for payment

Key advantages to operators

The Flowbird Axio validator presents a number of key benefits to transit operators:

- A proven device with many applications running successfully in the field around the world
- A common platform and bus validator design ensures simple and quick maintenance and servicing of the unit
- Platform, bus and platform validator devices are designed to be secure but easily accessible when required

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- Validators are easily integrated into buses and gates or on platforms, thanks to simple interfaces
- Flowbird's experience with validators has led to a robust design resistant to both vandalism and normal wear and tear
- The device can be easily replaced, if required
- The certified contactless reader is a stand alone module that can be replaced, should PCI SSC, EMV, banking or other applicable standard updates require hardware changes to payment terminals. The whole validator does not need to be replaced.

5.1.4.3.1 Axio Validator Hardware

The validator contains:

- A main electronic board and its daughter boards
- An EMV contactless card reader
- A QR code reader
- A speaker for tones or voice messages
- A 5" color touch display with light sensor and red, yellow and green LEDs

There is an LED bar at the top and front face of the device that is used to give transaction indications to customers. Combined with the configurable messaging on the primary screen, the Axio clearly communicates to riders the status of their transaction.

An example of Axio display messaging and use of LED bar used to communicate idle, validation OK and validation KO status.

The Axio is designed to be user friendly and provide a full range of services to riders using it. The device can be used as a bus validator, platform validator or faregates validator.

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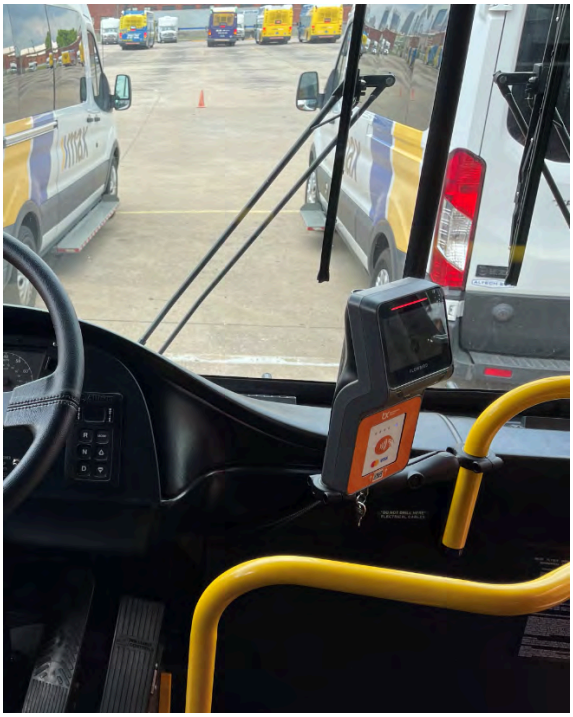

Axio BV on-board validator at MAX Transit in Birmingham

Axio PV platform validator at SNCF (French railways)

We will supply the Axio in its on-board (pole mounted) and panel mount (for platform validator and gates) form factors. As an option, the on-board validator can also be supplied with a wall mounted adaptor.

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Axio pole mounted on-board validator

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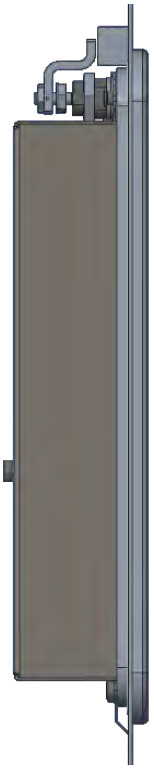

Axio panel mount validator, used for the platform validator and in the Saima faregates

Flowbird Axio panel mount validator, installed in the platform validator

Flowbird Axio panel mount validator, installed in the Saima faregate.

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housing.	

Flowbird Axio on-board validator, with a wall mount adaptor.

5.1.4.3.2 Contactless Card Reader

A key component of the Axio validator is the Flowbird A1000 contactless card reader. It is used not only in the Axio validators, but also with our TVMs and parking pay stations for contactless bank card payments. It is certified as PCI-PTS 4.0 and EMV L1 L2 (Visa, Mastercard, Amex and Discover) compliant and is a critical component of the Open Payment by Flowbird solution. The reader handles contactless EMV and supports the ISO 14443 standards (A and B) as well as the ISO 15693 standard.

5.1.4.3.3 Fare Payment Validation

The Flowbird system makes extensive use of local lists and other checks to enable both closed loop and Open Payment validations even if communications with the central system are lost. For Open Payments, we take advantage of the rules the card networks have established to allow offline transactions while still protecting operators from declined transactions. Real-time online validation is carried out only if local validation cannot be completed (e.g. the fare media is not on any of the locally stored

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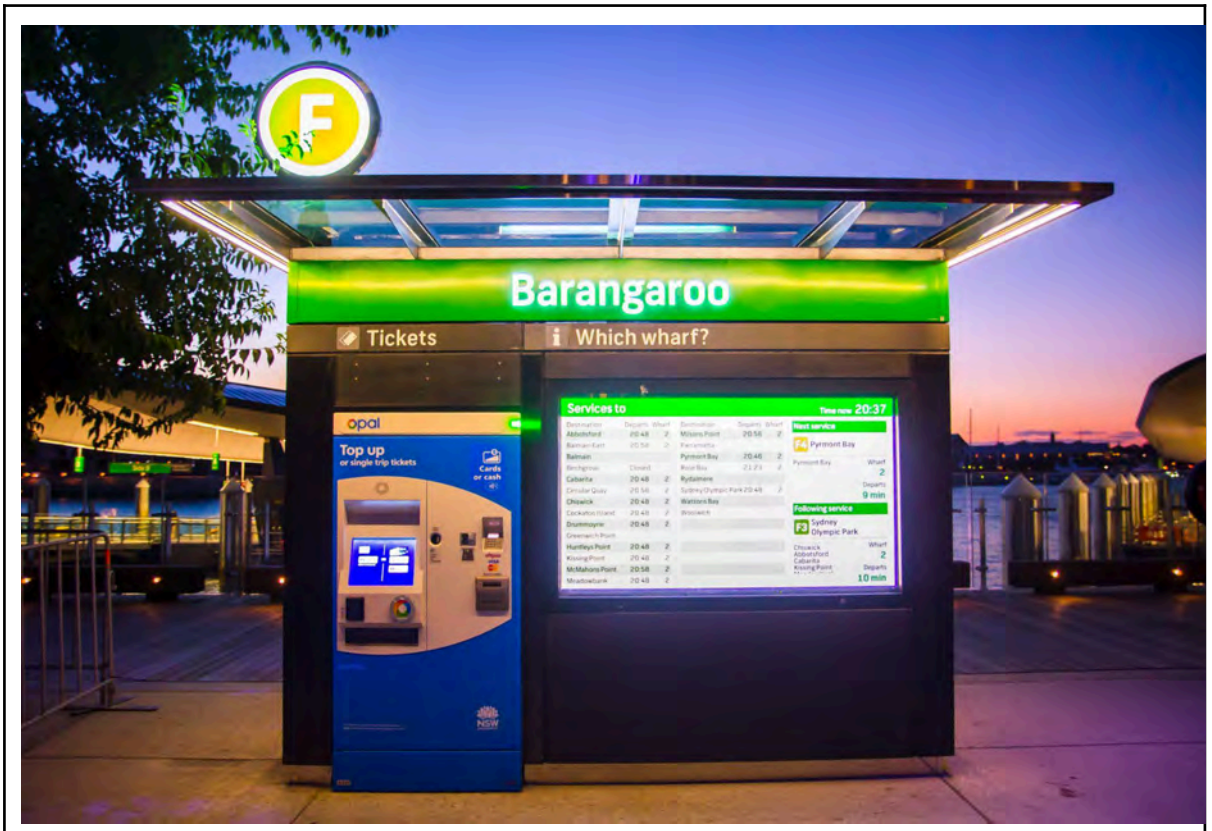
lists). The normal process is a) validate locally b) send the transaction in near real time to the central system c) update local lists regularly (configurable period, for most of our customers it is every 15 minutes for the complete fleet of validators). This approach has the benefit of speeding up transactions, all the while ensuring that riders have paid their fare.

5.1.4.4 Ticket Vending Machines

Flowbird manufactures a range of TVMs to suit differing transit operator requirements.

5.1.4.4.1 Astreo TVM



Flowbird Astro TVM at the Sydney Barangaroo ferry terminal

Flowbird can supply the latest generation of our Astreo TVM to operators as part of a fare collection system. The Astreo has been very successfully proven in many countries around the world in a wide variety of operating conditions. The Astreo is extremely reliable and very secure for use in unattended environments.

The Flowbird Astreo TVM is a full-size TVM designed for very high-capacity, self-service sales. Building on the experience of an installed base of thousands from

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previous generations of Astreo TVMs, the current generation incorporates significant improvements over previous models while retaining the design and components that have proven to be most effective and reliable over years of extended operation. It is a very rugged machine and, with regular preventive maintenance, will give many years of proven reliable service.

Key advantages to riders
The Astreo TVM presents a number of key benefits to riders:

- A flexible TVM with a User Experience tailored to particular requirements
- A device designed with ADA requirements in mind to ensure it can be used by all riders
- A device which supports a wide range of payment options for riders
- The TVM can provide riders with up to date information about their accounts
- Riders can obtain their transit cards at the TVM, avoiding the need for riders to obtain these tickets from the ticket office or by mail.

Key Advantages to Operators
The Astreo TVM presents a number of key benefits to operators:

- The TVM is of a very robust design ensuring it is resistant to attack or extreme environmental conditions
- The TVM can operate in degraded mode if the device runs out of change for instance
- The TVM can continue to function if communications to the Flowbird Hub fail for any reason
- The Astreo ticket stocks can easily be replenished when required
- The TVM warning and alarm system provides advanced information to operator staff when the device needs attention (e.g. low banknote, change or ticket stocks)

5.1.4.4.2 TVM Accessibility

The Astro TVM is compliant with ADA regulations. The user interfaces on the TVM are all within the acceptable range (15 inches/380 mm to 48 inches/1220 mm).

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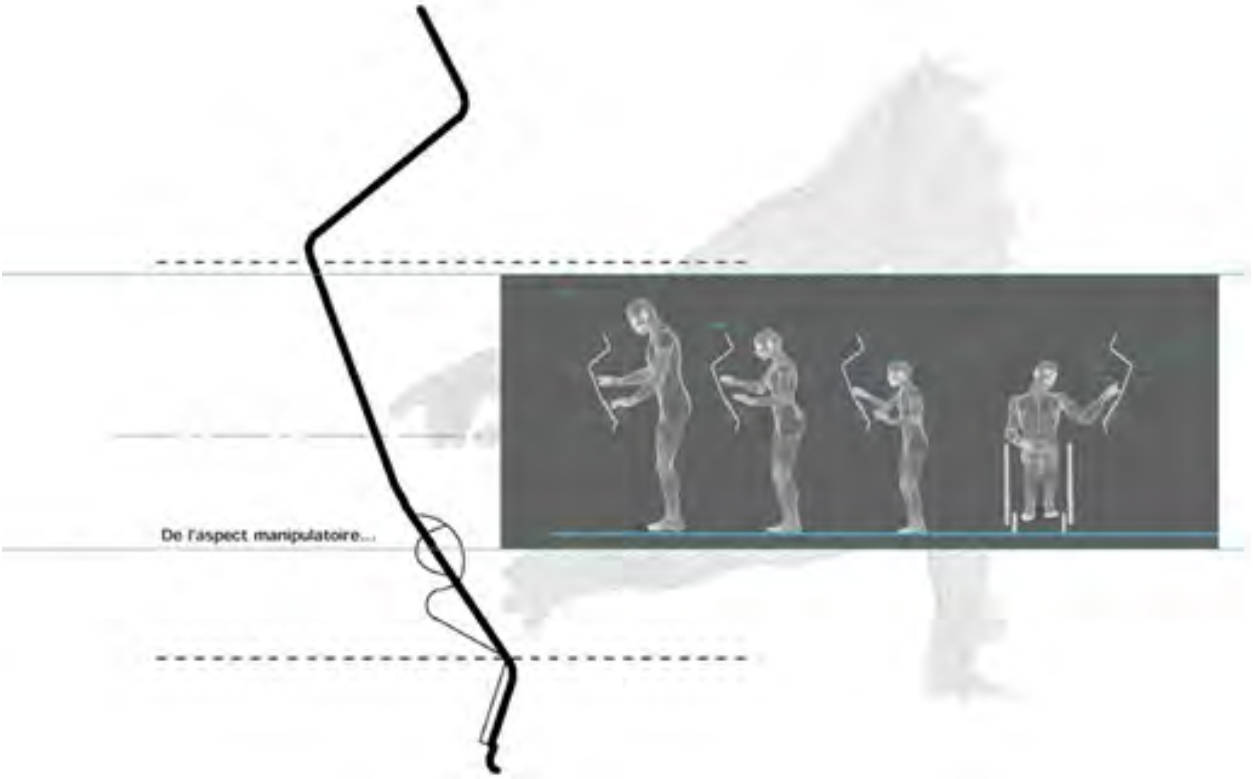
The Astreo TVM includes Braille stickers and raised text to help visually impaired users to locate the different interfaces to be used during a transaction.It includes an audio assistance mode that can be accessed via the loudspeaker and/or the audio jack for use of personal headphones.

The screen of the TVM is recessed and tilted to improve usability and visibility. Around the screen embossing marks on all edges help to locate specific areas.



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The entire user interface is recessed to help privacy during transactions and shade the screen from the sun. In particular, the bank card reader and PIN keypad have been positioned as close to the passenger's body as possible to reduce the risk of theft and narrow the PIN keypad viewing angle, to help protect the passengers' PIN. The convex mirror located on the top left corner on the payment terminal will improve the passenger safety during the banking transaction.

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5.1.4.4.2.1 Key Components

One of the strengths of the Astreo TVM is that it is highly configurable and able to address a wide range of requirements without needing a custom hardware design. The reliability of the Astreo TVM and its components is well known and documented. The Astreo TVM has the following features:

- Customers can use bills, coins, contact and contactless bank cards, as well as bank cards stored on mobile wallets such as Google Pay and Apple Pay, to either add funds to their stored value accounts or purchase fare products.
- The Crane Payment Innovations' MEI BNR bill acceptor and recycler system, with a high-capacity bill vault (600 bills).

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- The coin system is designed and manufactured by Flowbird. Its specific design allows the machine to respect the ADA guidelines in terms of heights of the user interfaces for the coin inlet and the coin return bowl. It satisfies operating requirements for outdoor environments and offers the benefits of a complete coin payment management system (acceptance, return change, recycling, emptying, etc.). It has a very high capacity coin recycling system with five recycling hoppers, each with a capacity of 350 to 800 coins (depending on coin size). In addition, the coin recycling system includes one supplemental transfer hopper that is used to add coins to one of the recycling hoppers if it is low on recycled coins.
- The Astreo TVM dispenses a variety of fare media. The Flowbird IML5 thermal printer is used to print tickets with or without a QR code, receipts and maintenance reports. Flowbird developed the IML5 printer and uses it in all Flowbird ticket vending machines and parking pay terminals all over the world and in harsh, unattended environments. The printer has a capacity of 4,500 tickets using 85µm-thick paper stock. The Astreo also has a multi-stock fare media dispenser that can print and issue limited-use, contactless fare media as well as issue normal printed tickets with or without a QR code). It has a capacity of up to 3,000 standard ISO2 contactless tickets. Last, the Astreo optionally also includes an extended-use (PVC) smart card issuer, with a capacity of up to 500 cards.
- The Astreo has a 15'' high luminosity touch screen with light sensor and projective capacitive touch technology.
- A contactless reader to read operator issued contactless cards, allowing riders to access their accounts to add value or products, check transactions, etc.
- The coin and ticket bowl has an audio buzzer and an internal lighting system, making it easier for riders to know when their ticket or fare media is ready. The coin and ticket bowl has a very large opening, making it easier to access by persons with a mobility impairment (e.g. a shaking hand, difficulty with precise hand control, etc.)
- There is an external TVM status indicator to indicate "In service / Out of service", making it easy for riders to know the status of the machine from a distance.
- As protection for service technicians, there is a red punch button inside the machines to trigger a burglary alarm in case the technician is threatened or in danger.
- The machine has very robust physical security, including a multi-point door latching system and high security locks. But, it also has a security system consisting of door opening and shock sensors, linked to a siren as well as the Flowbird Hub, and where applicable, a SCADA circuit.

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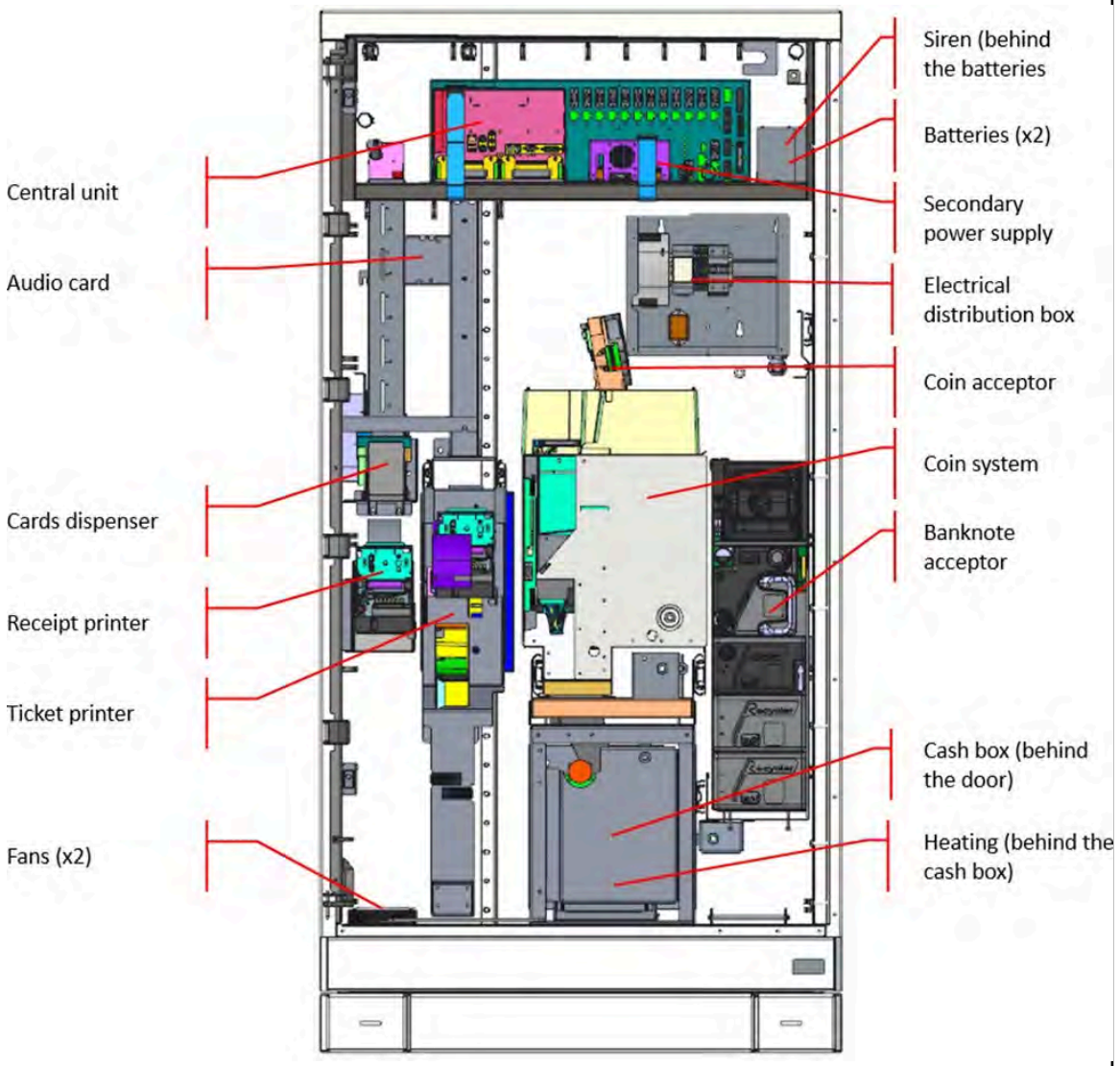
- The primary communication mode for the Astreo will be a wired Ethernet connection to the transit operator network. The Astreo will be fitted with a cellular router for backup communication.

The position of the sub-assemblies has been studied to be modular and ergonomic. The following diagrams represents the layout of the various sub-assemblies in the TVM:



Astreo TVM hardware layout

5.1.4.4.2.2 Physical Properties and Power

The Astreo dimensions measure Height: 5.9 ft - Width: 2.9 ft - Depth: 1.8 ft and the unit weighs approximately 900 lbs. The TVM is made of 2mm, 2.5mm and 3mm stainless steel sheets and has a door on the front with a multi-point latch locking

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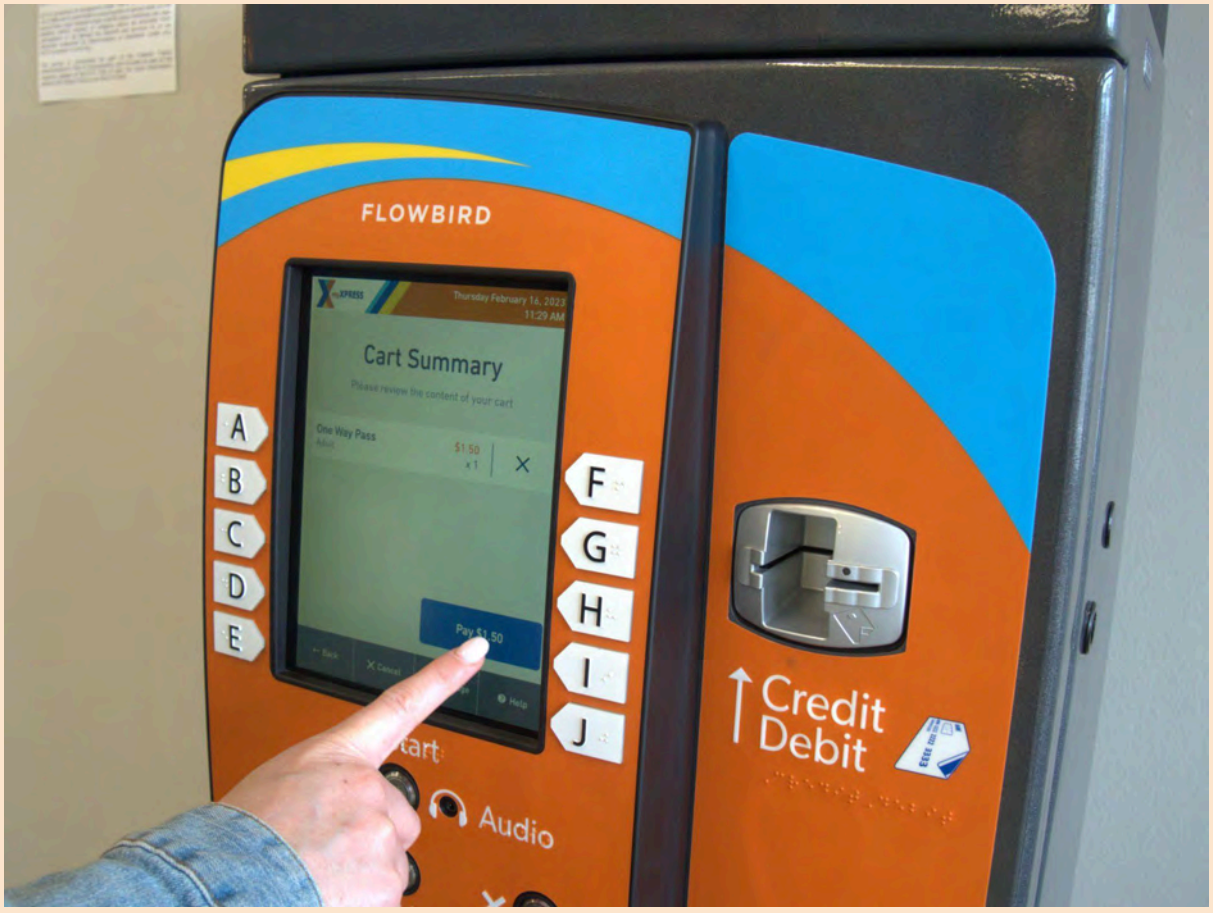
mechanism. The interlocking design on the hinge side allows the machine to resist burglary attempts using a crowbar.

The Astreo is powered by 120V AC power, and includes an Uninterruptible Power Supply (UPS) so that it can operate for up to 4 hours after AC power is lost. It also has a backup battery that will allow the machines to carry out an orderly shutdown in case all power (AC and UPS) is lost.

5.1.4.4.3 Strada TVM



Flowbird will supply our Strada TVM, a world-class and well-proven, next-generation TVM designed specifically for account-based fare payment systems. While other TVMs may provide similar functionality, none are as ruggedized or optimized for the transit environment, nor can they demonstrate the proven dependability of the Strada design. There are more than 100,000 Stradas installed around the world. The Strada is a low-maintenance machine, requiring about 20 minutes of preventive maintenance only every three months.

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The Strada can be configured to accept cash and/or it can be configured to accept contact and contactless bank card payments (including mobile wallets). It has two paper stock rolls (used for either thermal paper tickets or limited use cards) and an extended use smart card dispenser. The Strada is an ideal unattended fare sales channel as it can be used by customers to obtain cards, purchase and load fare products or value that is then associated with their card. ATL will be able to define when a limited use card or an extended use card will be dispensed. The machines can also issue paper tickets with QR codes, ideal for single ride fares or day passes.

The Strada has a small form factor compared to full-size TVMs, and can be configured for cellular communications, minimizing the required infrastructure needed at the installation location.

Key Advantages to Riders

The Flowbird Strada TVMs present a number of key benefits to riders:

- A very reliable device based on a proven design that rarely fails
- An easy-to-read display with audible alarms, making it easy to use for all riders
- A customized and simple user experience for all riders, based on Flowbird's strong working knowledge of transportation customers
- Full ADA compliance, including a usable-height interface and Braille labels sight-impaired riders proven with many customers around the world
- A flexible product allowing the purchase of tickets in a wide variety of ways onto multiple forms of ticket media

Key Advantages to Transit Operators

The Flowbird Strada TVMs present a number of key benefits to operators:

- A low cost entry point device
- Proven standard design and components in use on thousands of devices around the world
- A well-proven warning and alarm system allowing TVMs to provide real-time status information to staff
- TVMs that function in degraded mode of operation without ticket stock or change
- TVMs that function without communications for extensive periods of time

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- Robust design resistant to extreme weather, vandalism, and normal wear and tear
- Extensive protection from theft and vandalism
- Extremely economical to purchase and maintain

The Strada TVM is a flexible device designed to provide a full featured unattended fare sales channel where the transaction volume does not warrant a full size TVM like the Astreo. The machine complies with ADA standards. The user interfaces are less than 48 inches from the ground; front-panel stickers contain raised text and Braille; and the software provides audio assistance via a regular headset or loud-speaker. The 9.7 inch touchscreen is surrounded by 10 tactile stickers presenting a letter and the associated Braille symbols. Those stickers are used to guide visually impaired patrons in combination with the audio text-to-speech assistance.

The modular design means the Strada TVM is highly configurable around core features and a variety of payment, ticket-issuing, power and communication options. The device usually uses a transit operator supplied hardwire Ethernet connection, although cellular communications is also an option.

The Strada TVM is an extremely durable machine. The touchscreen is protected by a 6mm-thick hardened pane of glass (IK10). It also receives an anti-glare treatment for optimal use outside. There is a tilt board built into the Strada TVM to detect any attempt at vandalism to or burglary of the device, and trigger both a siren and an alarm in the Flowbird Hub.

The contactless-media card reader is located on the front face of the Strada TVM. It can be used by riders to check the balance on their account by tapping their card to the reader, and entering their PIN on the TVM screen. The TVM is also fitted with a barcode reader and can be used to check the status of a bar-coded ticket or pass. This barcode reader is located in the screen bezel, right behind the left side button. As with the Astreo, the card and QR code readers can also be used to add value or fare products to an account.

5.1.4.5 Retail Web Application

The FrontDesk Web retail sales application is a web-based solution that will allow an agency’s customer service personnel to add funds or fare products to customer accounts without needing to install any new equipment. All that is required is a computer or tablet with an internet connection. The payment for the fares is then processed using the existing POS system. Retail partners can also use the same application, thus expanding the number of locations where customers can use cash to add funds or fares to their mobile app accounts.

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This solution is integrated into Flowbird Hub, and access to this module is governed by user permissions. City personnel can select Restrictions to functionalities for their retailers.

The FrontDesk Web site can be easily navigated through an organized submenu with the following tabs: Settings, Customer Lookup, Media Lookup, Bulk Action, Order Checkout, and Statements.

Customers can easily be pulled up with a history of transactions and potentially linked accounts (for a family, for example). Special populations, such as those who qualify for affordable fares, will be listed in their profile. Their balance can be easily found, too.

New customers can create accounts with the help of a retail worker at any retail location.
All accounts created on the customer web portal or through the mobile application will be accessible through the FrontDesk Web application.

Customers' email addresses, phone numbers, and other account names can be easily updated. An agent may select the QR code icon within the search bar to scan a QR code media if the patron uses the mobile app.

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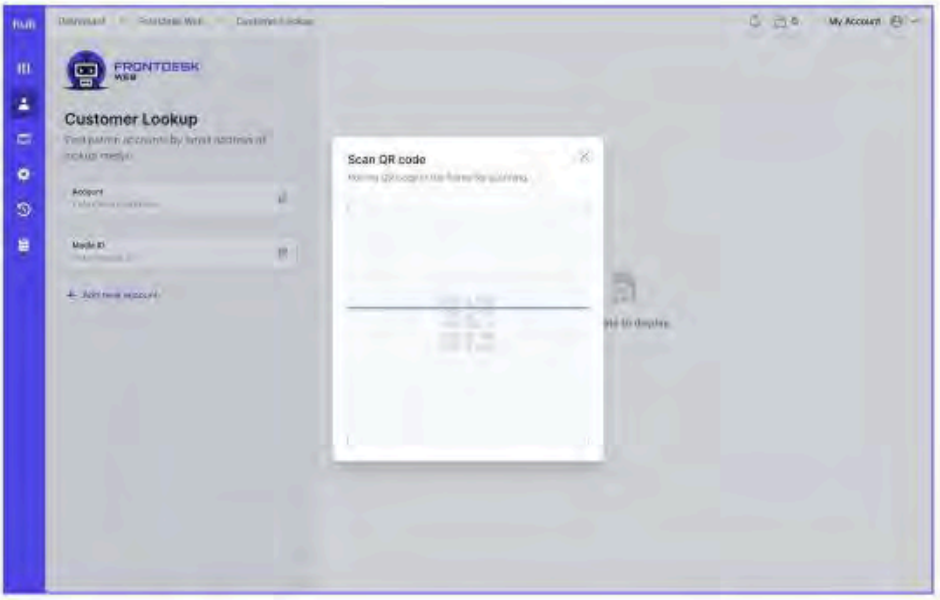
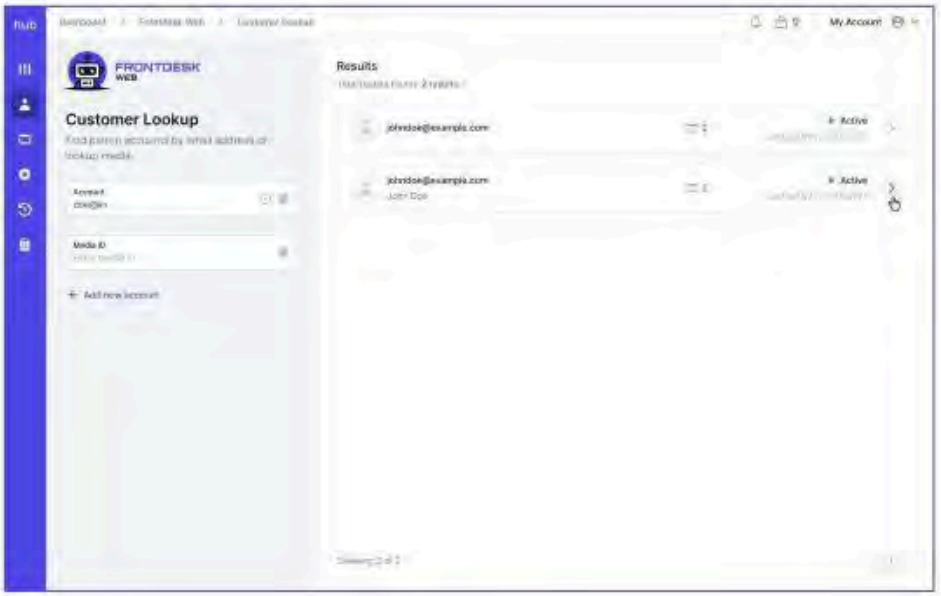


Once a patron's account has been identified in the results the agent may make a selection from the results using the arrow icon.



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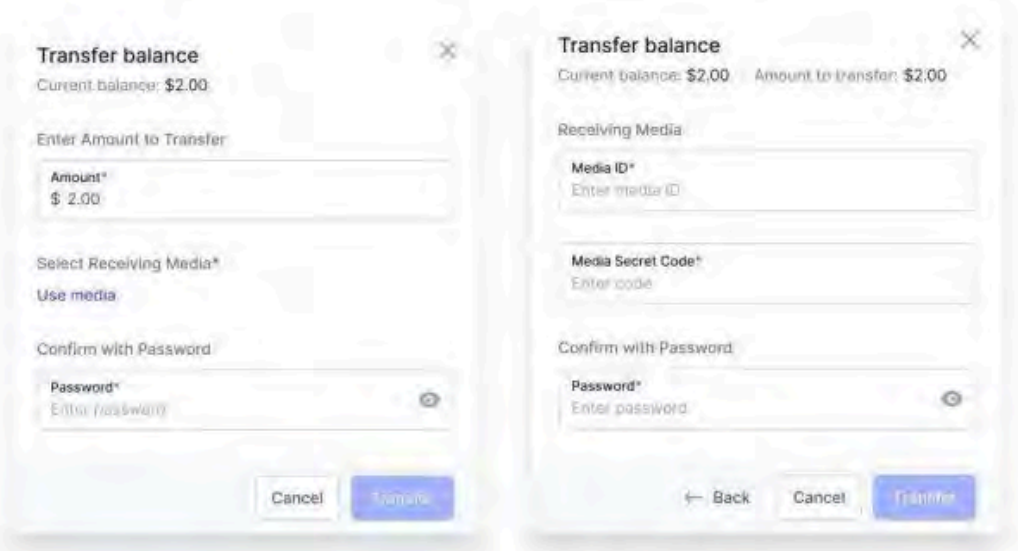
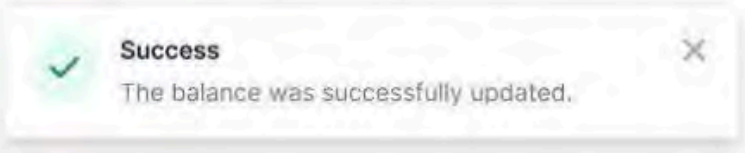
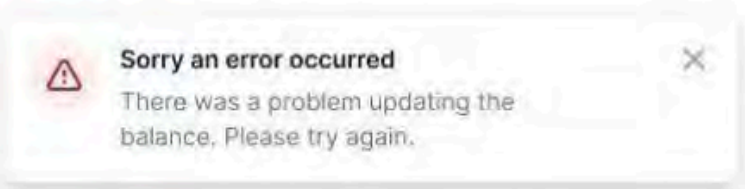


The agent will receive a Success message if the media is activated properly.



The agent will receive an Error message if the transfer is not successful. In this case, the agent may try again, ensuring all characters are correctly input.



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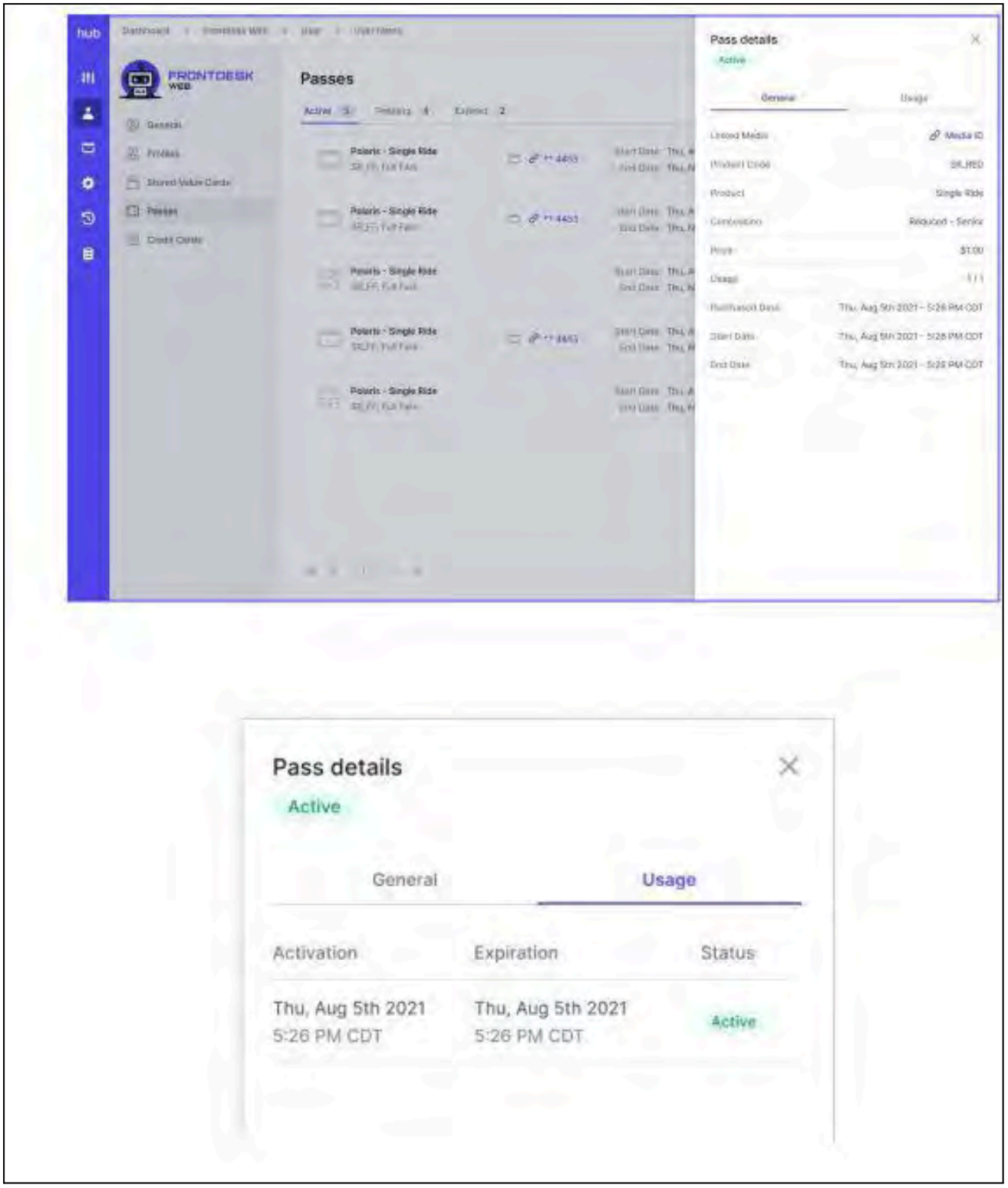

5.1.4.5.1 Smart Card Printing Workstation

Flowbird can supply an off-the-shelf standalone card-printing solution that includes a web camera and print-management software. This system will be used to take photos of customers who are assigned a reduced-fare profile where the transit system fare

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policy requires the customer to show a photo ID to bus operators to confirm their eligibility for such fares.

We selected the Evolius card printer as it is very robust, fast and quiet.

5.2 Other Value Added Services

5.2.1 Project Delivery

Flowbird's overall project approach is to provide one primary project manager/point of contact who manages the project. This project manager is surrounded by a strong support system that provides clients with a high level of attention concerning all aspects of the project – quality control, project control, and document control.

We are dedicated to helping our clients use our products and services to meet Smart City initiatives. To achieve our goals, we continue to enhance our solutions year after year. We do that by getting feedback from our customers and assigning resources to put that feedback into real applications. This approach has proven to be fruitful as we have developed very important applications over the last several years:

These applications were all built based on client requests and needs. You can be assured that we will listen to your needs and adapt as you need to adapt to your customers.

5.2.1.1 Key Areas of Responsibility

Project Management – The Project Manager reports directly to Flowbird's Chief Operating Officer. The Project Manager will be the main point of contact for the University.
Sales Administration – The Sales Administration Manager reports directly to Flowbird's Chief Financial Officer
Customization – Software Customization Specialist and Portfolio Project Manager report directly to Flowbird's COO.
Installation and Training – The Field Project Engineer reports directly to Flowbird's Customer Service Manager.
Integrations – The software development team reports directly to the COO.

If problems or changes occur during the Project Implementation Phase, Flowbird is well prepared to respond quickly. We anticipate that changes will be made during the

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Implementation Phase, such as software changes or schedule changes. This is normal when implementing medium to large-scale systems.

We have assembled a top-notch team with years of experience managing similar projects. Our team members are trained on what to do and when to escalate. The management team for Flowbird in the US has also been involved in similar projects over many years. The team takes swift, decisive action when issues are escalated. Our US team is backed up by a group of 1,300 people working worldwide (with offices in 8 countries). This group supports Flowbird offices worldwide and includes the Build team, Engineering team, R&D team, Customer Support team, and Marketing team. Following the project's Implementation Phase, the key areas of responsibility shift to Flowbird's Customer Support Team. The Customer Support Team reports to Flowbird's Customer Service Manager.

5.2.2 Equipment Installation

Flowbird will work with the customer to determine the best locations for our parking equipment. The Flowbird team, along with trusted local partners, will install all equipment. All multi-space meter locations are assumed to have a minimum of 3" deep concrete for wedge anchor installation. Otherwise, a concrete pad must be poured. Flowbird can provide a quote for concrete services if necessary.

5.2.3 On-Going Maintenance and Support

Flowbird's service team supports over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system, and the dedication of our support team. Our help desk is available via phone and email. We strive to resolve problems over the phone quickly to keep your pay stations collecting revenue.

Flowbird devices and applications require clients to purchase a support services agreement that covers software maintenance, hosting services as well as Help Desk Services. A sample support services agreement is presented in Section 6 - Required Documents

5.2.4 Client Training

Flowbird provides comprehensive training on all equipment, operations, and back-office systems. We provide clients with the necessary training to fully support

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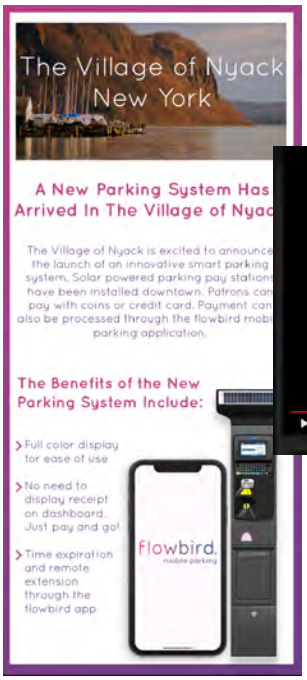
the new parking system. Typical training is one day on-site for the hardware and a half day on-site or remotely on the back-office system.

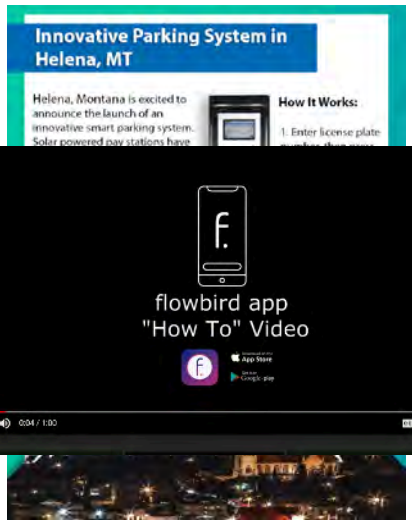
5.2.5 Marketing Assistance

Flowbird has many years of experience helping clients launch new parking systems. We believe it is vital to share the benefits of our proposed solution with key stakeholders such as residents, merchants, and city officials.

Our team works together with clients to provide complimentary marketing services such as:

- Signs and stickers promoting our mobile applications
- Flyer designs promoting the new pay stations and the mobile apps
- “How To” videos
- Content for press releases, websites, social media
- Assistance with press conferences





In addition to our complimentary services, Flowbird can customize marketing packages based on client needs. We can provide a quotation for these services upon request.

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5.3 Additional Equipment Offerings

Flowbird has no other additional equipment offerings to those included within this proposal at the present moment in time. Flowbird will advise OMNIA Partners of future equipment developments as and when they occur.

5.4 Equipment Reconditioning

Flowbird does not usually provide equipment reconditioning services to customers other than specific exceptional circumstances.

However, we do offer a number of upgrade packages to existing equipment, including color and touch screen upgrades for older Flowbird multi-space meters, as well as multi-space meter cabinet refurbishments.

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6 Required Documents

In this section, we provide a comprehensive overview of the necessary documents associated with our proposal. Please note that while some forms will need to be executed immediately after a contract is negotiated, others will be required at different stages of our partnership.

We have also included additional language to address our terms and conditions, ensuring clarity and mutual understanding regarding the commitments and responsibilities of both parties.

The table below outlines each form, including its purpose and the stage at which it will be required. Detailed versions of these forms are attached in the following pages for your review.

Location	Form	Status
	Signature Form	Executed with additional language
Appendix A	HB 1295	Acknowledged, will submit during contract negotiations. Flowbird has submitted this document on several occasions for current clients.
	Antitrust Certification	Executed
	TX 2270	Executed
Appendix B	Exhibit A - Response for National Cooperative Contract	To be negotiated
	Exhibit B - Administration Agreement, Example	To be negotiated
	Exhibit C - Master Intergovernmental Cooperative Purchasing Agreement, Example	To be negotiated
	Exhibit D - Principal Procurement Agency Certificate, Example	Not applicable, example only

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	Exhibit E - Contract Sales Reporting Template	Acknowledged
	Exhibit F - Federal Funds Certifications	Executed
	Exhibit G - Ne wJersey Business Compliance	Forms signed and completed
	Exhibit H - Advertising Compliance Requirement	Acknowledged
Exhibit G docs	DOC 1 Statement of Ownership Form	Executed
	DOC 2 Non Collusion Affidavit	Executed
	DOC 3 Affirmative Action Affidavit	Executed
	DOC 4 Political Contribution Disclosure Form	Executed
	DOC 5 Stockholder Disclosure Form	Executed
	DOC 6 Iran Form	Executed
	DOC 7 Non-Involvement with Russia Or Belarus	Executed
	DOC 8 NJ Business Certificate	Executed
	DOC 9 EEOAA Evidence	Executed
	DOC 10 MacBride Principles	Executed
Other Docs	Receipt of Question and Answer Acknowledgement	Executed
	Flowbird Services Agreement	Provided separately. To be executed by Participating Public Agencies when purchasing services from Flowbird.
	Flowbird Sales Agreement	Provided separately. To be executed by Participating Public Agencies when purchasing goods and services from Flowbird.

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Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Flowbird America Inc.

Address 4o Twosome Drive Suite 7
Moorestown, NJ 08057

Phone 856-234-8000

Fax N/A

Contact

Signature

Ronald Kroes
Printed Name

CFO
Position with Company

Official Authorizing Proposal

Signature

Ronald Kroes
Printed Name

CFO
Position with Company

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Ronald Kroes, as an authorized representative of

Flowbird America Inc., a contractor engaged by

Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

July 18, 2024
Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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 agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☑

All Flowbird Transit products are Buy America Act compliant. Some of Flowbird's parking products are Buy America Act compliant, including all software and related services. Flowbird will execute a Certification of Compliance for each Participating Agency that wishes to order Flowbird products that are Buy America compliant.

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Flowbird America Inc.

Address, City, State, and Zip Code:

40 Twosome drive #7 08057

Phone Number: 856-234-8000 Fax Number: _____

Printed Name and Title of Authorized Representative:
Ronald Kroes, CFO

Email Address:
ronald.kroes@flowbird.group

Signature of Authorized Representative: _____ Date: July 17, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. **CONTRACT REMEDIES**
   Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract 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 suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section, in the sum of
$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient 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 the contractor or 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above 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 agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above 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 agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Flowbird America, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ronald Kroes, CFO

Name and Title of Contractor's Authorized Official

July 17, 2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

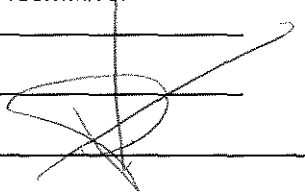
Offeror's Name: Flowbird America Inc.

Address, City, State, and Zip Code:
40 Twosome Drive, Suite 7, Moorestown, NJ 08057

Phone Number: 856 234 8000 Fax Number: _____

Printed Name and Title of Authorized Representative:
Ronald Kroes, CFO

Email Address: ronald.kroes@flowbird.group

Signature of Authorized Representative: 

Date: July 17, 2024

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS (Version May 4, 2023)

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA,

as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on

Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.

   b. Identify the grantee, project number, and the number of the contract solicitation.

   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

      Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Flowbird America Inc.

Organization Address: 40 Twosome Drive, Moorestown, NJ 08057 **Part I**

Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Flowbird SAS	2 ter Rue du Château, 92200 Neuilly-sur-Seine, France

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ronald Kroes	Title:	CFO
Signature:		Date:	July 18, 2024

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of ss:
___Burlington_____

I, _____Ronald Kroes_____ residing in _____Voorhees_____
(name of affiant) (name of municipality)
in the County of _____Camden_____ and State of ___New Jersey_____of full age, being duly sworn according to law on my oath depose and say that:

I am __Chief Financial Officer_____ of the firm of _____Flowbird America Inc._
_____ (title or position) (name of firm)

the bidder making this Proposal for the bid entitled ___RFP for Parking Meters, Software, Systems and

Related Products and Services, Solicitation # 24-S835___, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____corporation_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____Omnia._____.

Subscribed and sworn to

before me this day

_____
Signature

July 16, 2024

____Ronald Kroes, CFO_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DEBORAH CARIDEO
Notary Public, State of New Jersey
Comm. # 50203817
My Commission Expires 10/31/2027

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Flowbird America Inc.

Street: 40 Twosome Drive

City, State, Zip Code: Moorestown, NJ 08057

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 18, 2024
Date

CFO
Authorized Signature and Title

Form AA302
Rev. 02/22

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

CONFORMED 11/6/2024

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 01-0778174

2. TYPE OF BUSINESS: ☑ 1. MFG ☑ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 58

4. COMPANY NAME: Flowbird America Inc

COMPANY E-MAIL:

5. STREET: 40 Twosome Dr., Suite 7 | CITY: Moorestown | COUNTY: Burlington | STATE: NJ | ZIP CODE: 08057

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | CITY | STATE | ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☑ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT | CITY | COUNTY | STATE | ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	COL. 1	COL. 2	COL. 3	********* MALE*********						********FEMALE*********					
	Total	Male	Female												
	(Cols.2 &3)			BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/ Managers	13	12	1	1	11	0	0	0	0	0	0	0	0	1	0
Professionals	28	20	8	2	2	0	2	13	1	0	0	0	1	7	0
Technicians	4	4	0	1	2	0	1	0	0	0	0	0	0	0	0
Sales Workers	4	4	0	0	1	0	0	3	0	0	0	0	0	0	0
Office & Clerical	4	0	4	0	0	0	0	0	0	0	0	0	0	4	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	3	3	0	0	1	0	0	2	0	0	0	0	0	0	0
Laborers (Unskilled)	1	1	0	0	0	0	0	1	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	58	44	13	4	17	0	3	19	1	0	0	0	1	12	0
Total employment From previous Report (if any)															
	The data below shall NOT be included in the figures for the appropriate categories above.														
Temporary & Part-Time Employees	3	2	1	0	1	0	0	1	0	0	0	0	0	1	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☑ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: 6/23/2024 To: 07/06/2024

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☑

15. IF NO, DATE LAST REPORT SUBMITTED
MO. 05 DAY 10 YEAR 2024

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
Kim Jantz		Human Resources Mgr	MO 7 DAY 16 YEAR 2024

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
40 Twosome Dr., Suite 7	Moorestown	Burlington	NJ	08057	(727)335-3328 - -

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Flowbird America Inc.		
Address:	40 Twosome Drive		
City:	Moorestown	State: NJ	Zip: 08057

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Ronald Kroes	CFO

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$
N/a			

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Flowbird SAS 2 ter Rue du Château, 92200 Neuilly-sur-Seine, France	Name: Home Address:
Name: Home Address:		Name: Home Address:
Name: Home Address:		Name: Home Address:

Subscribed and sworn before me this 16 day of July, 24.

(Notary Public)

My Commission expires:

DEBORAH CARIDEO
Notary Public, State of New Jersey
Comm. # 50203817
My Commission Expires 10/31/2027

(Affiant)

Ronald Kroes, CFO
(Print name & title of affiant)

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: ____Solicitation # 24-S835 Parking Meters, Software, Systems, and Related Products and Services_____ **VENDOR NAME:** _____**Flowbird America Inc.**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

____N/A_____

Duration of Engagement
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ ____July 18, 2024_____
Signature Date

_____Ronald Kroes, CFO_____
Print Name and Title

DPP Rev. 12.13.2021

DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	July 18, 2024 Date
Ronald Kroes, CFO Print Name and Title of Vendor's Authorized Representative	01-0778174 Vendor's FEIN
Flowbird America Inc. Vendor's Name	856-234-8000 Vendor's Phone Number
40 Twosome Drive Vendor's Address (Street Address)	N/A Vendor's Fax Number
Moorestown, NJ 08057 Vendor's Address (City/State/Zip Code)	ronald.kroes@flowbird.group Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

CONFORMED 11/6/2024

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

FLOWBIRD AMERICA INC.

ADDRESS:

40 TWOSOME DR UNIT 7
MOORESTOWN NJ 08057-1369

EFFECTIVE DATE:

09/24/03

TRADE NAME:

SEQUENCE NUMBER:

1016588

ISSUANCE DATE:

06/05/24

James J. Fusaro

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: ___Ronald Kroes_____ Title: __CFO_____

Signature: _____ Date: ___July 18, 2024___

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: __Solicitation # 24-S835 Parking Meters, Software, Systems, and Related Products and Services_____ **VENDOR NAME:** _____Flowbird America Inc. _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature — July 18, 2024 (Date)

Ronald Kroes, CFO
Print Name and Title

RECEIPT OF QUESTION & ANSWER ACKNOWLEDGEMENT

Offeror shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Flowbird America Inc.

Contact Person Ronald Kroes

Signature

Date July 17, 2024

REQUEST FOR PROPOSAL (RFP) FOR PARKING METERS, SOFTWARE, SYSTEMS AND RELATED PRODUCTS AND SERVICES

SOLICITATION NUMBER
RFP 24-S835

PUBLICATION DATE
Tuesday, June 4, 2024

QUESTIONS SUBMITTED BY
Tuesday, June 25, 2024, 2:00pm CT

SUBMITTAL DUE DATE AND TIME:
Thursday, July 18, 2024, 2:00pm CT

Competitive solicitation by Region 14 Education Service Center
on behalf of itself and other government agencies
and made available through OMNIA Partners, Public Sector, Inc.

NOTICE TO SUPPLIER: When partnering with OMNIA Partners, Region 14 uses Bonfire (https://omniapartners.bonfirehub.com) to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the questions due date time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

Public Opening: Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.

Meeting URL: https://omniapartners.zoom.us/j/87290814476
Call In #: 346-248-7799
Meeting ID: 872 9081 4476

I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a contract for Parking Meters, Software, Systems and Related Products and Services for use by Region 14 ESC and other public agencies supported under this contract.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

Region 14 Education Service Center ("Region 14 ESC")

Region14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

National Contract

Region 14 ESC, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (APPENDIX B).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Parking Related Products, Systems, and Services purchased under the Master Agreement through OMNIA Partners is approximately $100M. This projection is based on the current annual volumes among the Region 14 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

II. SCOPE

A. Purpose

The objective of the Parking Meters, Software, Systems and Related Products and Services is to provide comprehensive parking services for public sector agencies. The awarded supplier(s) will work with Participating Public Agencies to help determine all the services required; awarded supplier(s) may also provide any applicable products as requested by Participating Public Agencies. The intent of the anticipated resulting contracts of this solicitation is to generate more comprehensive parking solution contracts replacing the need for later re-solicitations of other Region 14 ESC parking solutions including: Integrated Parking Management System; Parking Access Revenue Control System; Parking and Mobility Consulting; Parking Enforcement Software and Equipment; Parking Meters; Parking, Transportation, and Mobility Services; Self-Enforcing Parking Meters; and Smart Parking Displays. Both current and new parking related suppliers are strongly encouraged to submit.

Although this section reflects the needs and requirements of Region 14 ESC, OMNIA Partners Participating Public Agencies may have different requirements. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded supplier(s) substantially based on the terms and conditions of the Region 14 ESC Master Agreement. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Should an awarded supplier utilize subcontractors, distributors, dealers, or other affiliate, Participating Public Agencies may choose to issue work directly to the subcontractor, distributor, dealer, or other affiliate if allowed by the awarded Supplier and Participating Public Agency. While the Offeror does need to submit a list of their initial subcontractors, distributors, dealers, or other affiliates, Region 14 ESC does not need to approve changes and updates to awarded Supplier's approved subcontractor, distributor, dealer, and other affiliates list unless requested or required by the awarded Supplier; however, awarded Supplier's should maintain their own list of subcontractors, distributors, dealers, or other affiliates that the awarded Supplier has approved for Participating Public Agencies to review.

B. Parking Related Products, Systems and Services

The description of scope is broken into sections to help delineate the various Parking Meters, Software, Systems and Related Products and Services requested. Offerors are not limited to any one section and should describe their ability to provide all of the parking related items that their business currently offers. Proposals should be detailed with respect to the products, systems and/or services that the Offeror has expertise in providing. Offerors are encouraged to provide a complete product and service offering or balance of line.

- For all products, software, systems, and services, Offerors shall provide new equipment, parts, accessories, materials and products that are of good quality and free of defects and provide pricing structures for each of these items as indicated in Section V. Evaluation.

1. Products

a. The following is a list of suggested products that could be included; this list is not meant to be exhaustive, and Offerors may provide other products as applicable.

   i. Handheld Enforcement Computers
   ii. Parking Meters
      - Single, multi-space and/or self-enforcing parking meters and systems.
      - Meters should have the capability to be configured for different rates, such as: period of the year or week, special events, hour, location, min/max periods allowed, and progressive or regressive costs for a unit of parking time that increases or decreases.
   iii. Smart Parking Displays
   iv. Mobile Parking Application (app)
      - At a minimum, the app must have industry-level standards to encrypt and secure credit card and other personal data.
   v. Citation Paper Stock and Envelopes
   vi. Miscellaneous Related Products for Parking Enforcement and Other Products Lines

2. Software and Systems

a. The following is a list of suggested Parking Related Systems that could be included; this list is not meant to be exhaustive, and Offerors may provide other systems as applicable.

   i. Enforcement and/or Parking Meter Software Systems
   ii. Parking and/or Meter Management Systems
      - Inventory management systems
      - Permit management systems
   iii. Parking Access Revenue Control Systems (PARCS)
   iv. Mobile and/or Web-based Payment Systems
      - Mobile Payment through an Interactive Voice Response (IVR) system.
      - Web-based Payment through a designated website.
      - At a minimum, either payment system must have industry-level standards to encrypt and secure credit card and other personal data.

3. Services

a. The following is a list of suggested parking related services that could be included; this list is not meant to be exhaustive, and Offerors may provide other services as applicable.

   i. Parking and Mobility Consulting
   ii. Parking Management Services
   iii. Mobility and Transportation Services
   iv. Vehicle Sensing Solutions
   v. Staffing Services

- Staffing services, associated with the management and maintenance of parking facilities.
- Additional services that could be provided, such as parking lot cleaning, vehicle disinfection, and other parking related services.

vi. Miscellaneous Related Services for Parking Solutions

- Permitting Services
- Booting and Towing of Vehicles
- Special Event Parking

Special Offers and Comprehensive Offering

Awarded Supplier(s) may conduct sales promotions involving price reductions for a specified lesser period, in addition to decreasing prices for the balance of the Master Agreement term due to a change in market conditions. Awarded Supplier(s) may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Master Agreement term and such lower pricing shall not be applied as a global price reduction under the Master Agreement.

Each Offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Parking Related Products, Systems and Services. Pricing for awarded Supplier's complete product offering/balance of line items will be determined by a percentage discount off the offeror's price list. The pricing percentage discount offered must be entered in the Pricing Section in the Offeror's response. Region 14 ESC reserves the right to accept or reject any or all balance of line items offered. A successful Offeror will not be awarded items that are awarded as an item to another vendor as part of this solicitation.

III. INSTRUCTIONS TO SUPPLIERS

1. Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire at https://omniapartners.bonfirehub.com/.
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

2. Required Proposal Format. Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, except for Section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

Sections:

Section 1 – Signature Form
Section 2 – Pricing
Section 3 – Ability to Perform, including response to the national program (Appendix B)
Section 4 – References and Experience
Section 5 – Value Added Products and Services
Section 6 – Required Documents

3. Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

4. Deviations and Exceptions. Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

5. Disclosures.

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

6. Withdrawal of Response. After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days. Pricing will remain firm for 120 days from submittal.

7. Open Records Policy. Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

8. Multiple Awards. Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

9. Protest. A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. Region 14 – TERMS AND CONDITIONS, as modified

Assignment. Supplier may not assign its rights, proceeds from or receivables in transactions resulting from this Agreement or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold or delay approval for a requested assignment. Notwithstanding anything herein, no permission is required in the event Supplier elects to assign proceeds from or receivables in transactions resulting from this Agreement.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Before initiating such an audit, Region 14 ESC shall notify the Supplier of the issues that trigger the intent to conduct an intensive audit, and reasonably work with the Supplier to address the issues to remove the need for an extensive audit. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Excluded Damages. Notwithstanding anything else in the Region 14 ESC Master Agreement or contract with Participating Public Agency, including all exhibits, attachments, and amendments or modifications or related agreements, in no event shall the Supplier be liable to Region 14 ESC or any Participating Public Agency, for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses, or for any lost profits, loss of revenue, loss of income, or loss of savings or opportunity, or loss of clientele, in connection with performance of the Master Agreement or relevant contract or with respect to Supplier goods, services or operations. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic;

landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified by Participating Public Agency.

Invoices. Invoices shall be payable within 30 days of receipt by, as applicable, Region 14 ESC or Participating Public Agency.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved. If the pricing is based on a discount structure, as long as the discount percentage remains the same, the awarded supplier(s) do not need to submit a price increase request.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Any job, work, or purchase orders as well as any maintenance, service, or supplemental agreements, and any work proposals job orders (collectively referred to as "Supplemental Agreements and Orders"), may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract. Any Supplemental Agreements and Orders executed against the Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement(s) as established and agreed to by the Supplier and Participating Public Agency.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel,

materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation:

A. Availability of Products and Pricing (40 points)

1. Describe how the Supplier ensures the availability and timely fulfillment of parking related products, software, systems, and services.
2. Describe the Suppliers pricing structures for products, systems, services, labor, warranties, etc. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item.
    a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
    b. Pricing may be based on a discount from a manufacturers or other price list or catalog, fixed pricing, unit pricing, or set labor and hourly rates. When applicable, multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal and additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
        - Example pricing structures:
            - Price lists:
                - Product name and part number (include both manufacturer part number and Offeror part number if different from manufacturers)
                - Description
                - List Price (submit as a discount off MSRP, cost plus, etc.)
            - Percent Discount to Region 14 ESC and Participating Public Agencies.
            - Hourly rates
            - National co-efficient for standard and non-standard hours when a unit price book is being utilized.
    c. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.
    d. Indicate the payment types accepted and if credit cards are assessed a convenience fee.
3. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.
4. Describe, if any, any additional accessories, sizing options as applicable to the product, system, and/or service offering being provided. An example for handheld enforcement computers is providing a description of any additional accessories available such as charging devices, carrying options, cases, spare/replacement parts, etc.

5. Describe, if any, any minimum purchase quantities as applicable to the product, systems, and/or services being offered. An example for citation paper stock and envelopes would be minimum purchase quantities and specifications for ordering custom paper and envelopes.
6. Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
7. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.
8. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.
    a. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates.
    b. Purchase orders and payment can only be made to the awarded supplier, or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.
9. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.
10. Describe how customers verify they are receiving the correct contract pricing.
11. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.
12. Describe how future product introductions will be priced and align with contracting pricing proposed.
13. Provide any additional information relevant to this section.

B. Ability to Perform (30 points)

1. Describe the Suppliers ability meet the requirements of a National Cooperative Contract.
    a. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
    b. The successful Supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.
    c. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
2. Describe Supplier's contract implementation/customer transition plan and provide a timeline.
3. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

4. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
5. Describe Supplier's history of meeting shipping and delivery timelines. What is the Supplier's average Fill Rate and On-time delivery rate? Emergency orders?
6. Describe Supplier's return and restocking policy, including any fees.
7. Describe Supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.
8. Describe any extended warranty programs or service maintenance programs.
9. The Supplier shall provide timely and accurate technical advice and sales support. The Supplier shall respond to such requests within one (1) working day after receipt of the request. Describe Supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.
10. Describe the financial condition of Supplier.
11. Describe the Supplier's safety record.
12. Describe technology used to support the contract.
13. Describe the Supplier's product, software, systems, and/or services performing capability as it is applicable to their product, system, and service offering. Information to provide may include:
    - Handheld Enforcement Computers:
        - Provide specifics on the type of handheld equipment and its features, printers, backend software needed, and if the device allows for License Plate Recognition.
        - Describe how digital evidence is captured and stored.
        - Provide an overview of the citation process and how tickets or warnings are issued.
        - Describe the training required for use of equipment.

    - Parking Meters:
        - For single, multi-space and/or self-enforcing parking meters and systems, describe all features included.
        - Describe the parking meter displays, including the ease of use and ability to accommodate English and Spanish speaking customers, programmability for customization (no parking zones, special events, ability to restrict payment or change pricing), damage resistance and protection from elements.
        - Describe parking meters capability to be configured for different rates, such as: period of the year or week, special events, hour, location, min/max periods allowed, and progressive or regressive costs for a unit of parking time that increases or decreases.
        - Describe the payment types accepted by the meter, ability for patrons to extend meter times, and the security mechanisms (alarm and alerts, tamper resistant, protection of customer information and payments).
        - Provide an overview for the notification capabilities, such as the issuance of violations/summons and a maintenance of the meter.

- Describe the reporting capabilities- payment receipts, hours of operation, revenue for paid parking time (by day, week, and meter), number of violations, status of summons issued, equipment malfunctions, occupancy, and turnover data.
- Provide a description of any additional meter mechanisms and/or accessories available.
- Describe the training required for use of equipment.

- Smart Parking Displays:
  - Describe the types of smart parking displays for parking patrons- such as, wall displays, banners, kiosks, web-based full matrix displays, illuminated and/or un-illuminated display formats.
  - Describe the services- permitting, installation, maintenance, copy design, messaging sales, billing, and collections.
  - List all categories along with manufacturer you are responding with and the display sizes/format available.

- Mobile Parking Application (app):
  - Describe the smart phone mobile app features and how users access the platform.
  - Describe what devices is the app compatible with (Android, iOS, etc.).
  - Describe the payment methods accepted and if it allows patrons to extend parking time limits.
  - Describe the apps standards for encryption, credit card security, and other personal data.

- Enforcement and/or Parking Meter Software Systems:
  - Provide an overview of the software system, how it is hosted, how upgrades are deployed, notification capabilities, software's authentication methods, and what systems/software it's compatible with. List any partnership companies or third-party software and/or hardware that is required to run the base-solution.
  - Describe how the software is compliant with any applicable federal, state county, and/or local laws, including Department of Motor Vehicles (DMV), National Law Enforcement Telecommunications System (NLETs) and/or other law enforcement databases.
  - Describe how digital evidence is captured and stored and if additional applications or are devices required.
  - Describe how parking violation summons are generated and issued, if citations are editable after issuance, and if there is an appeals/hearing process.
  - Describe the collection process, payment plans, late fees and how extensions are addressed. Include what payment types are accepted.
  - Describe how violations are tracked and how historical data is obtained. Provide a sample of a standard or custom report, these may be mark as "confidential".

- Parking and/or Meter Management Systems

- Ability to manage the inventory of the parking system, such as meters, blocks, and zones.
- Digital virtual permit management system for monthly, residential, visitor, event, and other parking related permits.
- Integration with all major meter equipment, ticket software applications and sensor technology providers.
- Ability to provide an administrator portal to manage user accounts and process payments.
- Reporting functionality to track accounts, transactions, and performance metrics.

- Parking Access Revenue Control Systems (PARCS)
  - Describe the parking access revenue control products available, such as: PARCS Hardware and Software, Barcode Readers, Radio Frequency Identification system (RFID), License Plate Recognition systems, Automatic Vehicle Identification systems, Interactive Voice Response (IVR), Valet Integration, and automated gate manufacturer automations.
  - Describe the parking access revenue control services available, such as: installation, validations, e-reservations, online reporting, warranty, cloud-based solutions, and Payment Card Industry (PCI) Data Security Standard compliance.

- Mobile and/or Web-based Payment Systems
  - Mobile Payment through an Interactive Voice Response (IVR) system. Describe how a user accesses the platform and the step-by-step process to secure parking and extend times, if needed.
  - Web-based Payment through a designated website. Describe how a user accesses the platform and the step-by-step process to secure parking and extend times, if needed.
  - Describe how either payment system meets industry-level standards to encrypt and secure credit card and other personal data.

- Parking and Mobility Consulting
  - Describe consulting expertise such as: urban planning, technology, policy audit and creation, financial analysis, audits, adaptive reuse plans, green planning, ADA compliance, curb management, parking case studies, and various parking methods (on-street, garages, surface lots, etc.).

- Parking Management Services
  - Describe the complete range of services for the management of physical property and daily operation of parking facilities, including regulatory compliance, access and egress systems, revenue collection, payment processing and maintenance and/or service programs.

- Mobility and Transportation Services

- Describe the components of mobility management programs including types of transportation offered, vehicle acquisition, vehicle maintenance, and driver minimum qualifications.

- Vehicle Sensing Solutions
  - Describe vehicle sensing services, such as License Plate Recognition, Electronic chalking, etc.

- Staffing Services
  - Describe staffing services, the hiring process, and include all related job descriptions associated with the management and maintenance of parking facilities.
  - Describe and additional services that could be provided, such as parking lot cleaning, vehicle disinfection, and other parking related services.

14. Provide any additional information relevant to this section.

C. References and Experience (20 points)

1. Provide a brief history of the supplier, including year it was established and corporate office location.
2. Describe supplier's reputation in the marketplace.
3. Describe supplier's reputation of products and services in the marketplace.
4. Describe the experience and qualification of key employees.
5. Describe supplier's experience working with the government sector.
6. Describe any social diversity initiatives.
7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
9. Provide any additional information relevant to this section.

D. Value Added Products/Services (10 points)

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.
2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.
3. Describe any equipment reconditioning and recertification offerings.

E. Clarifications/Discussions. Region 14 ESC may request additional information or clarification from any of the suppliers after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give supplier an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those supplier's whose proposals are determined to be reasonably susceptible of being selected for award. Region 14 ESC will not assist supplier in bringing its proposal up to the level of other proposals through clarifications or discussions. Region 14 ESC will not indicate to supplier a

cost or price that it must meet to obtain further consideration, nor will it provide any information about other suppliers' proposals or prices.

F. Competitive Range or Shortlist. It may be necessary for Region 14 ESC to establish a competitive range or shortlist. Responses not in the competitive range or shortlist do not receive further award consideration. Region 14 ESC may determine establishing a competitive range or shortlist is not necessary. Inclusion in the competitive range or shortlist does not constitute a contract award. Should a competitive range or shortlist be used, further evaluation and scoring to determine contract award will be used.

G. Oral Presentations/Interviews. Region 14 ESC reserves the right to conduct interviews or demonstrations with some or all of the suppliers at any point during the evaluation process. However, Region 14 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Region 14 ESC shall not reimburse the supplier for costs associated with the interview process.

H. Contract Negotiations. Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing suppliers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful supplier. In the event Region 14 ESC deems that negotiations are not progressing; Region 14 ESC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiation with the next most qualified supplier(s).

I. Past Performance. Past performance is relevant information regarding a supplier's actions under previously awarded contracts; including the administrative aspects of performance; the supplier's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the supplier's businesslike concern for the interests of the customer. Past performance will be considered in the evaluation of the responses.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

_____
Company Name

_____
Address

_____
City State Zip

_____ _____
Telephone Number Fax Number

_____
Email Address

_____ _____
Printed Name Position

_____
Authorized Signature

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company _____

_____

_____

Address _____

_____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

_____ _____
Signature of Named Authorized Company Representative Date

Appendix B – OMNIA Partners Exhibits

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract- as modified

Exhibit B – Administration Agreement, *Example*

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, *Example*

Exhibit D – Principal Procurement Agency Certificate, *Example*

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A – as modified
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 14 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Parking Meters, Software, Systems and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners. For avoidance of doubt, and irrespective of any registration, any pre-existing customer of a Supplier will not be subject to the Master Agreement in connection with any existing, renewal or new contracts or transactions with Supplier, unless pre-existing customer transitions to the Master Agreement and it is agreed to by Supplier in writing.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through the channels below, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Notwithstanding anything in the Master Agreement, the RFP or any attachments, exhibits or contract documents, OMNIA Partners acknowledges that Supplier maintains its own national sales and marketing forces, which are and shall remain Supplier's primary channel for marketing and sales to Public Agencies. The Master Agreement provides a secondary channel for cooperative purchases where this may be desirable. Supplier's entry into this or any agreement with Principal Procurement Agency or OMNIA Partners does not confer and shall not be construed to provide any exclusivity with respect to marketing or sales of Supplier goods and services to Public Agencies, which further acknowledges that this and any other agreements made between Supplier and OMNIA Partners is intended for limited purpose. OMNIA Partners and Supplier will mutually agree to a marketing plan upon award.

Suppliers are required to pay an Administrative Fee of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 million. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as one the Supplier's go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of the Supplier's "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify a contact within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing may provide the greatest value to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier may match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

   a. is a publicly held corporation and this reporting requirement is not applicable;

   b. is not owned or operated by anyone who has been convicted of a felony; or

   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of the supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;

- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable

vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ____ percent (___%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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 agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

<u>7 CFR Part 210.21 School Lunch Procurement.</u>

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract 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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section, in the sum of
$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient 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 the contractor or 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above 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 agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above 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 agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS (Version May 4, 2023)

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA,

as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on

Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

    A protest filed with FTA shall:

    a. Include the name and address of the protestor.

    b. Identify the grantee, project number, and the number of the contract solicitation.

    c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

    Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT

LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA

CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR

CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR

JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR

MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR

OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR

RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR

SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

[Name]

FLOWBIRD Services and Level II Support Agreement

[Date]

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1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

1.1 This Agreement, dated as of [date], is made by and between Flowbird America Inc. ("Flowbird") a corporation organized and existing under the laws of the State of Delaware, having an office at 40 Twosome Drive, Suite 7, Moorestown, NJ 08057, USA and [NAME] ("NAME" or "Customer"). (Individually referred to as the "Party", collectively to as the "Parties".)

1.2 WHEREAS Region 14 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") awarded Flowbird a Master Agreement for the provision of parking meters, software, systems and related products and services; and

1.3 WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions which shall govern the provision of the services rendered by Flowbird, supplementing those in the Master Agreement

1.2 Flowbird is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing [effective date] for an initial period of twelve (12) months (the "Initial Period'). At the end of the Initial Period, the Agreement shall be automatically renewed for the following twelve (12) month period (the "Automatic Renewal Period") upon the same terms and conditions unless (i) one Party gives written notice of non-renewal to the other party or (ii) Flowbird advises Customer of a price increase, at least sixty (60) calendar days prior to the end of the Initial Period.

1.3 After the Initial Period of the agreement, each Renewal Period may be subject to a cost increase in accordance with the pricing provided in the Master Agreement.

1.4 Failure of the Parties to agree to new pricing within sixty (60) calendar days prior to the end of the Initial Period and/or any subsequent Renewal Period will entitle Flowbird to terminate the Agreement.

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2. SCOPE OF SERVICES TO BE PERFORMED BY FLOWBIRD

The following services (the "Services") will be provided by Flowbird under this Agreement.

CONNECTIVITY SERVICES	LIST PRICE PER MONTH	TERMINALS
☒[Pay-N-Display, Pay-By-Space, Pay-By-Plate] Work Spaces • Action required • Terminal Out-of-Order • Communications Problems • Maintenance Performed • Consumables • Cash Collections • Cash-In-Terminals • Parking Activity • Ticket Sales Analysis • Transactions by Payment ☐ Pay-By-Space • Enforcement web site • Enforcement ☐ Standard Work Spaces • Maintenance • Collections • Transactions • Control ☐ Customer Telephone Support	[$XX] per machine	**[StradaPAL]** Number of units: **[x]**
☐ Software Customization • Tariff Editor • Download module	[$xxx.xx] per machine	**[StradaPAL]** Number of units: **[x]**

WARRANTY SERVICES	LIST PRICE PER YEAR	TERMINALS
☐ Extended Parts Warranty *Refer to Appendix D*	[$xxx.xx] per machine	**[StradaPAL]** Number of units: **[x]**
☐ Preventative Maintenance Visit (s): 2 per year *Refer to Appendix E*	[$xxx.xx] per machine	**[StradaPAL]** Number of units: **[x]**

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CLOUD BASED SERVICES	LIST PRICE PER MONTH	TERMINALS
☐Validation codes	[$xxx.xx] per machine	**[StradaPAL]** Number of units: **[x]**
☐ Extend by Text	[$xxx.xx] per machine	**[StradaPAL]** Number of units: **[x]**
☐ CBORD	[$xxx.xx] per machine	**[StradaPAL]** Number of units: **[x]**
☐ CITY NEWS	[$xxx.xx] per machine	**[StradaPAL]** Number of units**: [x]**

OTHER SERVICES	LIST PRICE PER MONTH	TERMINALS
☐ FLOWBIRD.app (Refer to *Appendix F if elected by Customer*)	[$0.xx] per transaction with $0,xx going to [NAME]	**[StradaPAL]**

3. PAYMENT TERMS

☑ [Monthly, Quarterly, Annually, Other] billing

☑ 30 Day Payment Terms from receipt of invoice

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4. GENERAL TERMS AND CONDITIONS

4.1. FLOWBIRD DELIVERY OF SERVICES UNDER AGREEMENT

4.1.1 Flowbird will provide Level II Remote Technical Support when Customer consistent with Level I training and diagnosis/Service materials is not able to adequately service the Multi-space meters,

4.1.2 Flowbird will provide the Services with care and skill consistent with applicable industry standards.

4.1.3 Flowbird will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during Flowbird's regular business hours (Monday-Friday 8:00am/8:00pm EST) excluding holidays.

4.1.4 Flowbird will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon reasonable request.

4.1.5 Flowbird will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.

4.1.6 Flowbird will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.

4.1.7 Flowbird will convene regular Service review meetings with Customer to review Service history.

4.1.8 Flowbird will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.

4.1.9 Flowbird will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

4.2.1 Customer is responsible for Level I Technical Service and maintenance for all machines as specified in *Appendix C.*

4.2.2 Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.

4.2.3 Customer will submit all requests into Flowbird's Technical Support using the contact method specified in *Appendix A* and provide all necessary information to permit Flowbird to perform the required services. Customer will update Flowbird in writing of any changes to such information (especially any change of address) and be available to work with the Flowbird's support resource assigned to the support request.

4.2.4 Customer will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in *Appendix B*.

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4.2.5 Customer will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.3. ADDITIONAL WORK

The following Services are not within the scope of this Agreement. Upon request, Flowbird will provide to Customer a technical and cost proposal to provide related requested additional services ("Additional Work"). Prior to performance, Customer shall authorize in writing the scope of such Additional Work and compensation payable to Flowbird for the full performance of the Additional Work.

4.3.1 Evaluation or Procurement of new software or hardware.

4.3.2 Evaluation or approval of new software or hardware for use by the Customer in conjunction with Flowbird products or Services including Customer and third party systems.

4.3.3 Deployment of a new software release at the machine.

4.3.4 Tariff or parameters changes.

4.3.5 Additional training for Customer technicians with respect to basic maintenance, troubleshooting, repairs, component replacement and operations such as programming and inventory.

4.3.6 Providing of a qualified technician, on mutual agreed upon date and duration to perform On-Site Level II support or remedial maintenance. At least two (2) weeks advance notice is required to ensure that Level II on-site support. To insure Flowbird's proposal properly addresses Customer's needs, Flowbird requests that Customer identify at the time of the request the issues that need to be addressed during the on-site visit and have available the necessary spare parts and consumables needed to restore the Multi-space meter up to Flowbird specification.

4.3.7 Assistance with Parkfolio back office or Multi-space meters usage when unsupported or non-standard hardware or software has resulted in unexpected behavior of otherwise reliable systems.

4.3.8 Adaptive maintenance: Defined as activities relating to upgrades or conversions of Parkfolio back office application, the Multi-space meters or its associated operating environment, in which the Flowbird products are functioning.

4.3.9 Modifications, updates or enhancements to original application required or desirable on account of changes in Customer's organization or business needs (such as a reorganization or change in the business practice) that may make the current specification obsolete..

4.3.10 Re-training of staff and any additional new hire training after initial training.

4.3.11 Removal, reinstallation or relocation of the Multi-space meters.

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4.4. FEES – INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to Flowbird the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

4.4.1 Flowbird will invoice the Customer as set forth in Article 3 above which invoice is due and payable within thirty (30) days of receipt.

4.4.2 In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.

4.4.3 Absent prior notification to and approval of the Customer, the total amount payable to Flowbird under this Agreement for the Initial twelve (12) month Period of the Agreement, plus any subsequent Renewal Periods of twelve (12) months, shall not exceed [Amount to be defined] per twelve month period. This amount will be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement.

4.4.4 To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Customer agrees to pay the undisputed amount of the invoice within the contractual deadline set forth in the 4.4.1 above.

4.4.5 If amounts due and owing Flowbird remain unpaid past the due date, Flowbird shall be entitled to interest of five percent (5.00%) commencing on the due date of the payment.

4.4.6 If amounts due and owing Flowbird remain unpaid for sixty (60) calendar days from the due date, Flowbird shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

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4.5. TERMINATION

4.5.1 Termination for Non-Appropriation of Funds. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by Flowbird for legal or equitable relief. Customer shall provide Flowbird written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to Flowbird all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.

4.5.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause sixty (60) days following delivery of a written Notice of Termination to Flowbird.

4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between Flowbird and Customer, Flowbird shall immediately proceed with the following actions:

4.5.2.1.1 Stop work as specified in the Notice

4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination.

4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated

4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.

4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.

4.5.2.1.6 Complete performance of non-terminated work

4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay Flowbird all amounts due and owing under the Agreement up to the date of termination and all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement.

4.5.3 Other Termination. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may:

4.5.3.1 Terminate the Agreement in the event of a material breach of this Agreement which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach which notification will set forth in reasonable detail the nature of the alleged breach;

4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;

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4.5.3.3 Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notified the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.

4.5.4 Upon termination of the Agreement by Customer for any reason under 4.5.3, Flowbird shall be paid any amounts owed under the Agreement up to the date of termination.

4.5.5 Flowbird shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6. INTELLECTUAL PROPERTY

4.6.1 Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by Flowbird in performing its obligations under this Agreement ("Intellectual Property Rights") are, and will remain, the property of Flowbird (or the third-party who has granted Flowbird the right to use such rights) and nothing in this Agreement or Flowbird's performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of Flowbird or any third-party.

4.6.2 Customer acknowledges that the name "Flowbird" and any other trademark, brand name, trade name and logotype associated with the Products or services of Flowbird (hereinafter referred to as "Flowbird Trademarks") whether or not registered, are and shall remain the property of the owner of the Trademarks, being Flowbird or one of its affiliates, and that Customer has no right, title or interest in Flowbird Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.

4.6.3 The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.

4.6.4 Flowbird shall defend or, at its option, settle any claim or action brought against Customer alleging that the use of the Services as provided under the Agreement and as used within the scope of the Services granted to Customer, infringes the Intellectual Property Rights of a third-party, provided that (i) this infringement claim is not attributable (a) to a use other than in accordance with this Agreement regardless of whether the use is in combination with any service(s) not furnished by Flowbird, or (b) to the use of a non-current release of the Software and that (ii) Customer gives reasonable notice and cooperation to Flowbird in connection with the defense of such claim, makes no admission or settlement in respect of such claim and that Flowbird directs and controls such defense.

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4.6.5 Software licensing: Flowbird will provide Customer a license to use Pay Station software and Parkfolio back office. Flowbird does not provide software or licensing for software being used with Flowbird products that is not part of the Flowbird Pay Station, Parkfolio back office, or other Flowbird products provided by Flowbird to Customer under this Agreement. Customer shall provide such software and licensing as needed.

4.7. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.7.1 Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.2 Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.3 The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion. Provided the other Party's prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.

4.7.4 Upon termination of this Agreement, the Parties shall securely dispose of all information received and shall make no further use of it. The termination shall not serve to release any Party from its obligations regarding confidentiality under this article which shall remain in force for a period of two (2) years after the date of termination.

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4.7.5 As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of Flowbird Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statues, sufficient notice shall be provided to Flowbird to permit Flowbird to contest such disclosure.

4.8. LIABILITY AND WARRANTY

4.8.1 This clause sets out the liability of Flowbird in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) Flowbird's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission (including negligence) of Flowbird arising under or in connection with this Agreement.

4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall Flowbird be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, business, contracts, business opportunities, income, or anticipated savings; or (iii) damage to reputation or (iv) loss or corruption of data or information; or (v) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.

4.8.3 Flowbird Multi-space meters communicate through public cellular communication networks. Flowbird shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. Flowbird's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.

4.8.4 Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, Flowbird shall not be held liable unless the data loss or data error was solely the direct result of gross negligence on the part of Flowbird.

4.8.5 Flowbird shall have no liability to Customer for malfunction of third-party systems, acts or omissions of a third-party, infiltration or disruption of Flowbird services by a third-party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any software programs or technology designed to disrupt or delay the Flowbird's services.

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4.8.6 Flowbird's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third-parties, shall not exceed an amount equivalent to twenty-five (25%) percent of the remaining contract value in the year in which the damages occurred.

4.8.7 Flowbird makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. Flowbird may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm. Flowbird will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

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4.9. EXTENSION OF TIME FOR FORCE MAJEURE

4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of ['New York' or Municipality].

4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties. In the event the dispute or claim cannot satisfactorily be resolved amicably, the Parties agree to submit such disputes or claim to binding arbitration. Arbitration shall be held in Moorestown, New Jersey. The commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision, or award by the arbitrators shall be final and binding on the Parties and may be enforced in any court having jurisdiction over a Party against whom any such judgment, decision, or award is to be enforced. The Parties shall bear their own costs and expenses (including attorney's fees) for any arbitration, unless otherwise directed by the arbitrator.

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4.11. CONTRACT DOCUMENTS

4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:

- Changes, modifications, amendments and extension of this Agreement
- The Agreement including its Appendices,
- The Sales Agreement between the parties.
- The Principal Procurement Agency and OMNIA Partners Master Agreement.

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4.12. NOTICES

4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.

4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

PARKEON INC. d/b/a FLOWBIRD	**[NAME]**
40 TWOSOME DRIVE, UNIT #7	_____
MOORESTOWN, NJ 08057	_____
USA	USA
Attention: Mr. Lionel DEPERROIS	Attention: _____

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4.13. GENERAL

4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.

4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.

4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective or the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.

4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.

4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement, and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.

4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. Flowbird shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover Flowbird for any type of loss which might result to Flowbird or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Flowbird is not an employee of the Customer.

4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.

4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of Flowbird and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

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4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

For [NAME] Date: _____/_____/_____ Name: [Customer contact] as Title: [JobTitle] Signature: _____ By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.	**For PARKEON Inc d/b/a FLOWBIRD** Date: _____/_____/_____ Name: Lionel DEPERROIS as Title: Chief Operations Officer for PARKEON INC. Signature: _____ By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.

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APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

Flowbird will provide Level II Remote Technical Support between the hours of 8:00AM and 8:00PM EST Monday through Friday excluding company holidays. The primary method of contacting Flowbird is via email:

parkfolio_support@parkeon.com

A request number will be generated and can be referred to in correspondence and discussions to the issue.

In a situation where Level I Service is exhausted and is of an urgent nature you may contact Flowbird Level II Remote Technical Support via telephone at

Toll free: **1 (800) 732 - 6868 x 244**.

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APPENDIX B

FLOWBIRD RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

SalesAdmin@parkeon.com

Phone: Please call 1-800-732-6868 x 245
Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization **(RMA)** is required PRIOR to the physical return of the product:

1. Flowbird will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to Flowbird and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to Flowbird. Flowbird is responsible for standard ground freight charges of replacements.
5. Once Flowbird has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Flowbird Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. Flowbird will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. Flowbird will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged $175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.
10. Customer should ship all return parts to Flowbird and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

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APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.
9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13 Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.
15. Archive data and historical analysis for data older than 90 days.

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Parkfolio Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Parkfolio software.
2. Require all staff using Parkfolio to have successfully completed the full Parkfolio training program as provided by Flowbird.
3. Design, customize and generate reports using data in Parkfolio.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level IObtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for Flowbird Level II support and be available to work with Flowbird support resource assigned to the support request.

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APPENDIX D

EXTENDED PARTS WARRANTY

Note : To enrol in this program, the appropriate option must be checked in section 2.

The Extended Parts Warranty program provides the Customer an insurance program for the most frequently used and most costly parts. Subscribing to this program provides replacement to these parts at no additional cost, for the duration of the agreement. If a special circumstance requires a part listed below to be purchased, a written explanation will be provided to the customer for approval prior to the shipment of the part.

The Customer will replace defective part(s) as part of its normal Level I diagnosis and repair process. Following the **R**eturn **M**aterial **A**uthorization (RMA), detailed in Appendix B, the Customer will ship any parts that require repairs back to Flowbird. During this process, a sales order will be generated for the replacement part(s) from this RMA.

Flowbird will replace parts with repaired or refurbished parts that are tested to insure that they meet the performance specifications of a new part. Replacement parts warranty is ninety (90) days or to the end of the support agreement period for the unit the part is installed in whichever comes first. This warranty does not include “wear and usage items” such as paper and batteries. Labor is not covered under this hardware part replacement agreement.

Parts included in this Extended Parts Warranty are :

- Main Board
- Bank note Acceptor (on STRADA BNA model)
- Coin Selector
- Banking Card Reader
- Main Display
- Printer
- Modem
- Coin Escrow
- User Interface Button Board
- Electronic Lock
- Mechanical Lock
- Electronic interfaces

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To maximize multi-space meters uptime, Flowbird recommends to the Customer to order and maintain at any time a spare parts lot. Flowbird can provide guidance to the Customer regarding a suggested number of parts to be included in this spare parts lot and will also provide a pricing proposal.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failures in the electrical supply to the multi-space meters, flooding, operator errors (e.g. but not limited to : no ticket stock, no coin box fitted, wrong time/date), lack of Level I preventative maintenance, misuse or the use of non-approved ticket stock on the Multi-space meters are not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request from the Customer. The terms “vandalism” or “vandalized” shall mean any willfull damage caused which affects the appearance or operation of the Multi-space meters or interferes with the normal use of the Multi-space meters.

Alterations made to the equipment by the Customer may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the Customer.

For avoidance of doubt, obsolescence of components is not covered by this agreement.

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Flowbird Responsibilities

1. Flowbird reserves the right to assess at Customer’s costs all the machines at the start of this agreement to make sure that meters conditions conform to standard operational conditions. After this assessment, all meters found with troubles will have to be repaired at Customer’s costs. Customer’s failure to perform the required fix will result in the exclusion of the machine(s) from the scope of this agreement.
2. Return a repaired or refurbished part that is equal in quality to the part received.

Customer Responsibilities

In addition to Level I responsibilities

1. Complete all the necessary Level I diagnosis steps before determining that a part is faulty and in need of repair.
2. Follow all RMA instructions including frequency of shipping and quantity limitation per shipment.
3. Complete the recommended Multi-space meters preventative maintenance process and intervals to maximize useful life of the parts within the machines.
4. Replace any Multi-space meters when no longer capable of repair, for whatever reason. (Excluding the fault or negligence of Flowbird)
5. Remove, reinstall or relocate the Multi-space meters as needed.

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APPENDIX E

PREVENTATIVE MAINTENANCE

Note : To enrol in this program, the appropriate option must be checked in section 2.

Preventative maintenance is critical for the continued maintenance of the Multi-space meters. The following checks should be carried out according to the frequency of use of the pay stations. Flowbird recommends a comprehensive preventative maintenance be completed at least every 6 months.

The preventative maintenance includes the following activities :

- Check the functionality of the **printer** and **escrow block**,
- Clean the **printer** using Flowbird recommended cleaning kits,
- Check the functionality of the **credit card reader**,
- Clean the **credit card reader** using Flowbird recommended cleaning kits,
- Check the **coin selector** operation,
- Clean the **coin selector** using Flowbird recommended cleaning kits,
- Check the operation of the **bill note acceptor** (STRADA BNA model only),
- Clean the **bill note acceptor** using Flowbird recommended cleaning kits (STRADA BNA model only),
- Test **battery** voltages,
- Lubricate **locks** and hinge mechanisms,
- Check the **housing** general conditions,
- Check the condition of all **external buttons**, **controls** and other **user interfaces**,
- Check the operation of the **graphic display**,
- Perform general **housekeeping** of the pay station maintenance compartment.
- Check the operation of the machine.

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APPENDIX F
FLOWBIRD.app - MOBILE PHONE SOLUTION

Flowbird offers a service called FLOWBIRD.app. This Service is used to make remote payment for municipal parking, and Flowbird, via the FLOWBIRD.app platform, is the technical intermediary between a parking user (‘User”) of the FLOWBIRD.app Service and Customer. The FLOWBIRD.app platform allows for the User’s payment of parking time from a mobile phone or a computer, consistent with the options chosen by the Customer.

ARTICLE 1 - PURPOSE

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The purpose of this Agreement is to define the rights and obligations of Flowbird and Customer with respect to Flowbird's provisions of FLOWBIRD.app Service.

ARTICLE 2 - ATTACHMENTS

The document is comprised of the following attachments:

- ANNEX 1 - Scope of the FLOWBIRD.app Service
- ANNEX 2 - Price conditions
- ANNEX 3 - Service levels
- ANNEX 4 - Corporate Style Guide

ARTICLE 3 – DESCRIPTION OF THE FLOWBIRD.APP SERVICE

FLOWBIRD.app is a service rendered by Flowbird; it enables Users having activated the Service to make remote payments for parking.

The FLOWBIRD.app Service makes possible:

- Registration by the User for the FLOWBIRD.app Service,
- Payment for parking rights by User via mobile phone or a computer,
- Processing of electronic money flows up to the remittance of parking payments to the Customer merchant banking account in accordance with the approved time limit,
- Access to certain information by parking enforcement officers, through the use of portable terminals (PDAs) or by API monitoring,
- Access by User to his/her account and history of his/her transactions,
- Access by Customer to the monitoring of the issuance and sale of parking rights,
- Customer's assistance as regards to the use and handling of complaints,

The roles of each of the parties is further defined as follows:

- Customer defines the parking policy.
- Flowbird makes available and manages:
    - The FLOWBIRD.app Mobile Payment Service platform, which registers users and is used for transactional interface at the time of purchase of the parking rights;
    - The processing of all of the "parking business" functionalities and the data concerning the monitoring of online parking rights.
- Flowbird shall provide access to the payment platform used for Internet payment transactions via credit card.

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- Customer shall verify electronic payments.

ARTICLE 4 – FINANCIAL CONDITIONS

4.1 In addition to the parking fee charged by Customer, User will pay a Service Fee for the use of the FLOWBIRD.app Service as defined in *Annex 2*. The parking fee plus the Service Fee will be sent to the Customer's bank through their selected merchant bank processor. The Customer is responsible for any fees charged by their merchant bank processor.

4.2 Flowbird will invoice Customer on a monthly basis to collect the Service Fee and Customer will pay Flowbird all such Service Fees that it collects.

4.3 The Service Fees shall be payable within twenty days of invoice date.

4.4 Flowbird reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

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ARTICLE 5 – FLOWBIRD'S COMMITMENTS

5.1 Flowbird undertakes to provide the expertise and care necessary to provide the FLOWBIRD.app Service, as well as to follow relevant accepted industry practices and to achieve a level of quality that is consistent with market standards.

5.2 Flowbird warrants that the FLOWBIRD.app Service will be available and meet or exceed the standards contained in the Service Level Agreement defined in Annex 3.

However, Flowbird may in its sole discretion suspend the provision of the FLOWBIRD.app Service in the following situations:

- Suspension of the FLOWBIRD.app Service with advance notice of one working day, by any written means:
  - Installation of updates
  - Maintenance of the System and/or scheduled Maintenance
  - Service Fee payment delay in excess of 60 days.
- Suspension of the FLOWBIRD.app Service without advance notice:
  - Risks for the smooth functioning or safety of the infrastructures or equipment,
  - Technical or maintenance work by Flowbird on its infrastructures or equipment,
  - Fraud detected or reported,
  - Suspected or reported wrongful, fraudulent, unlawful use of the FLOWBIRD.app Service,
  - Failure to perform by a third-party and necessary to the rendering of the FLOWBIRD.app Service, including, but not limited to, the suppliers and operators of the telecommunications network.
  - And, more generally, in all emergency situations.

Regardless of the circumstances, Flowbird shall inform Customer of any suspension as soon as reasonably possible.

5.3 Back office

Flowbird shall provide Customer access to the Back Office tools enabling Customer to have access to the information and to the management reports on the transactions executed by the Users of the FLOWBIRD.app Service.

These tools draw on the infrastructure and platform managed and hosted by Flowbird. The platform is accessible by Customer through an Extranet. The conditions for the availability of these tools are defined in Annex 1.

Flowbird shall collect information regarding Users' payments and shall make this information available on the Platform for Customer use. Flowbird shall continue to be the owner of this information.

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5.4 Changes to the Services

Flowbird may occasionally, at its own initiative and in its sole discretion, change all or some of the functions or any component of the Service or make any modification (hereinafter referred to as "Modification") in order to improve the performance, service quality, or to correct errors or preserve the competitiveness of the Service. Before making such a Modification, Flowbird shall inform the Customer by e-mail of said Modification.

ARTICLE 6 – CUSTOMER'S OBLIGATION

6.1 Customer must carry out all operations that are necessary prior to the launch of the FLOWBIRD.app Service and on an on-going basis, in particular:

- Opening and maintenance of the remote selling account throughout the duration of the agreement,
- Supply of all of the city data for parameterisation of the solution (mapping of parking payment terminals, prices, zone, etc.)
- Setting up of the system to verify electronic tickets and supply interface data, if applicable
- Training of the city's employees
- And, more generally, transmit to Flowbird any information useful to the implementation of the FLOWBIRD.app Service.

It is hereby stipulated that the above list is given for indicative purposes and that it can be supplemented at the start of the project based on Customer's specific characteristics.

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6.2 Customer undertakes to render the FLOWBIRD.app Service in accordance with Flowbird's recommendations and pursuant to the terms and conditions of the FLOWBIRD.app Service, provided to the User on the FLOWBIRD.app application and on the FLOWBIRD.app web site.

6.3 Customer undertakes not to use or authorise a third-party to exploit the information obtained from the use of the FLOWBIRD.app Service for purposes other than those related to the FLOWBIRD.app Service.

6.4 Customer acknowledges that the FLOWBIRD.app Service is paid for by credit card. Any transfer of information associated with the payment shall take place in a secure context. In particular, at the time of a payment, a credit card number and its validity date are transferred in a secure context using protocols in force, on the server of the service provider chosen by Flowbird.

In this connection and pursuant to standard terms of the service provider chosen by Flowbird, Customer acknowledges the importance of complying with the security rules.

For complete information on the security rules to be followed, Customer can refer to the PCI DSS (Payment Card Industry Data Security Standards) available, for example, on the Internet site of Visa or MasterCard, or from Financial Institutions.

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In addition, Customer undertakes to:

- Ensure the application of the security patches on all of its machines, as well as setting up the machines' secure configurations.
- Never store on any type of medium information that is sensitive, such as credit card numbers or visual cryptograms (CVCs/CVVs)
- Protect all of its passwords and change these regularly, in particular, the password needed to obtain access to the Account of the payment service provider
- Protect access to its servers and its applications, as well to its technical infrastructure in general, in particular, using the firewall and antivirus.
- Establish secure application development procedures

The platform of Flowbird's payment service provider shall supply several automatic or manual methods permitting Flowbird to monitor consistency between the payments handled by the payment service provider and its own sales system. The system permits, notably:

- online consultation of transactions via Customer's Account,
- via SHA-1 key systems, to ensure the consistency of the payment data,
- the sending of payment notification e-mails,
- the use of other electronic means of notification in real or deferred time.

Customer undertakes to establish and apply adequate procedures for monitoring the proper execution of payments.

Flowbird strongly recommends Customer set up as many monitoring mechanisms as possible, in particular, in the case of e-commerce applications, and Flowbird reserves the right to limit the financial possibilities of the Account of the payment services provider (types of transactions permitted, maximum number of transactions per period, etc.) if it deems Customer's checks and/or monitoring insufficient. The mechanisms for checks and monitoring used, and/or the activation or non-activation of the security options are freely chosen by Customer, and cannot under any circumstances give rise to Flowbird's liability.

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ARTICLE 7 – MARKETING AND PROMOTION

Customer authorizes Flowbird to engage in marketing, business analytics and advertising campaigns for the promotion of the FLOWBIRD.app Service, including but not exclusive communication and promotion by press, flyers, city Internet site, affixing of information stickers on places of sale (on parking payment terminals, or in their absence, on any other medium visible from parking places) in a manner consistent with the Corporate Style Guide and the definition of the zone codes.

To this end, Flowbird hereby grants Customer a non-exclusive license during the term of this Agreement for the purposes of using the FLOWBIRD.app name and logo in the conditions defined below:
Flowbird shall provide to Customer graphical materials (logo, visuals, etc.) needed in order to organize the promotion and showcasing of the FLOWBIRD.app Service to Users. Customer is authorized to modify these items, if applicable, within the limits defined by Flowbird 's written instructions and in accordance with the Corporate Style Guide enclosed in Annex 4. In such case, Customer must obtain Flowbird's written approval prior to any use of said items.
Upon the expiry of the Agreement, whatever the reason, Customer shall return to Flowbird as soon as requested all of the items that were handed over to it pursuant to this Article.

ARTICLE 8 – INFORMATION REGARDING USERS

In accordance with the terms of this Agreement and those of applicable laws Flowbird shall keep full files of all of the information and data collected from Users. Flowbird shall obtain and use this information only in accord with applicable laws in force and any amendment to this Act and shall not give or disclose this information, in any circumstances, to third parties, except for the information that has been expressly approved by Customer or is required to be produced pursuant to subpoena or court order. Flowbird shall comply with all of the provisions concerning data processing and freedoms and shall apply these accordingly to its technical facilities.

Each Party undertakes, as regards the Service rendered, to comply with all of the provisions of applicable law. No data and in particular personal data, may be used by either Party for any purpose other than the strict performance of the Agreement. Flowbird undertakes to implement mechanisms to monitor access to these data.

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ARTICLE 9 - SUSPENSION

Flowbird reserves the right to suspend, limit or to partially or completely restrict the supply of and/or access to the Service after having so notified Customer by any means, notably:

- In the event of a breach of one of Customer's obligations indicated in the Agreement
- In the event of a failure to make timely payment of the amounts due, and in the absence of a challenge, duly reasoned and sent to Flowbird by registered mail with return
- In the event of non-conforming use of the Products or Services
- And, more generally, if the Agreement provides for this.

The resumption of the Service after suspension and/or limitation due to Customer's act or fault can give rise to the invoicing of Resumption of Service Fees. In the event of a suspension and/or a limitation, regardless of the cause, Customer shall continue to be bound by its obligations; it is understood that the suspension shall not give rise to the cessation of the invoicing of said fees.

In addition, Flowbird shall be authorized to suspend, limit or restrict the Service for any improvement or preventive or curative maintenance work, or if Flowbird is required to follow an order, an instruction, a demand from the Government, a regulatory authority or from any competent administrative or local authority.

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ANNEX 1

SCOPE OF THE FLOWBIRD.app SERVICE

FUNCTIONAL AND TECHNICAL SCOPE

The FLOWBIRD.app Service permits:

- The registration of users for the service via:
  - Applications for IOS and Android smartphones
  - Internet/Mobile Internet browser and access to the dedicated site `www.FLOWBIRD.appstore.com` and `m.FLOWBIRD.appstore.com`
- The obtaining and payment of parking rights by users who use their mobile phone or a computer via:
  - Applications for IOS and Android smartphones
  - Internet/Mobile Internet
- The obtaining of payment confirmation from the web site;
- The obtaining of expiry imminent notification via push notification if option chosen by the user;
- The possibility to extend the ticket in progress, in accordance with pricing rules in force as established by Customer;
- The secure processing of electronic money flows up to the remittance of payments to the Customer;
- Access to the information necessary to the verifying of the vehicles parked, by the parking enforcement officers having portable terminals (PDAs) beforehand that are connected either via the monitoring application or by the making available of an API;
- Access by users to their account and to the history of their transactions;
- Access by the Customer to the financial information and to the monitoring of parking rights sales transactions;
- Assisting users in using the FLOWBIRD.app Service;
- The handling of complaints communicated by the Customer;
- Informing the user of the city price;
- Access to FAQs, as well as to a usage tutorial.

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INFRASTRUCTURE

The FLOWBIRD.app Service is provided in SaaS mode.

Flowbird shall supply:

- access to the FLOWBIRD.app Service platform that registers users and is the transactional interface at the time of the purchase of the parking rights by Smartphone (IOS and Android), Internet application and Mobile Internet.
- access to the payment monitoring information;
- myParkfolio interface for the reporting of information concerning the Transactions executed on all of the distribution channels and permitting the financial and statistical consolidation of the data concerning the parking rights delivered by the distribution channels set up.

Flowbird manages the connection to the payment platform that is used for Internet payment transactions.

REGULATORY CONSIDERATIONS

Flowbird shall ensure the conformity of the FLOWBIRD.app Service to Payment Card Industry Security Standards ("PCI-DSS") and the maintenance of all of the accreditations required by outside firms, excluding all of the systems that are not directly under its control.

IMPLEMENTATION AND EXPLOITATION PROCEDURE

INITIALIZATION

1. Flowbird shall allocate to each of the on-street parking zones and to each street in which the parking zone is authorized, a certain number of unique parking zone codes.
2. Flowbird shall agree with the Customer on a timetable for the commencement of the service at a launch meeting.
3. Flowbird shall provide the following to the Customer at least 20 days prior to the agreed date for the commencement of the service:
   a. The telephone number of customer service;
   b. The list of the parking zone numbers allocated for each of the parking payment terminals, provided with their address for the introduction of the FLOWBIRD.app Service.
4. Flowbird shall provide either standard items enabling the Customer to create its communications media, or the standard models made by Flowbird; a brochure or leaflet, a model of stickers to be affixed on parking payment terminals, recommendations for the affixing of said stickers, access to the Internet site and suggestions for contributing content and visuals.

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5. Flowbird undertakes to process all of the data with the strictest possible confidentiality.

6. Customer undertakes to perform the following obligations:

   a. To supply, as a pre-condition to the activation of the Service all of the information necessary for the parameterisation and personalisation of the Service and to inform Flowbird in writing, of any change of this information (in particular and not limited to, any moving of a parking payment terminal to a new address, or pricing modification). Customer is alone responsible for the consequences caused by a failure to supply or to make available this information; in particular, Customer shall furnish:

      i. A copy of the contract of adherence to the merchant contract mentioning its identifier at the acquirer (MerchantID)
      ii. List of the names of zones
      iii. GPS coordinates of the zones in question
      iv. Names and titles of the users of the monitoring service
      v. Agreement on communication to the public (stickers, flyers and any promotional content)
      vi. Agreement on any communications content (label, websites, naming review, etc.)
      vii. Agreement on the list of applicable rates
      viii. Confirmation of use of the monitoring API supplied by Flowbird; any use of another interface shall be quantified and be the subject of a specific timetable.

   b. To supply to Flowbird the contact information of the person responsible for the Customer for the implementation and exploitation of the service, and to inform Flowbird immediately in the event of any change.

   c. To authorise Flowbird to use the parking data for statistical purposes

   d. To ensure the security and conformity of the use of the system by its agents.

   e. To restrict the dissemination and to maintain the confidentiality of all of the logins, passwords and identification of the personnel, used with respect to the Service and, more generally, to protect this information so as to avoid any use by unauthorized persons.

   f. To only use the Service in accordance with the instructions given by Flowbird, for its proper management.

   g. To test the conformity of the system made available in accordance with the recommendations or specifications supplied by Flowbird.

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ACTIVATION OF THE SERVICE

1. The Service shall be activated on an agreed date for the launch of the Service (mentioned on the Service registration form), insofar as the preconditions are satisfied and the activation date is realistic. In the event of the non-satisfaction or incomplete satisfaction of the preconditions, Flowbird shall suggest a new date for the activation of the Service, which must be consistent with the date on which the preconditions will be satisfied
2. During the activation of the Service the Customer must ensure the full availability of a manager, who is an employee of the Customer and has knowledge of and access to all information associated with the Service.
3. After activation, Flowbird shall notify the Customer of the official launch of the Service.

SUPPORT

Flowbird shall provide a support service in accordance with the conditions described in *Annex 3*, "Service Availability and Levels".

In this connection, Flowbird shall:

1. Provide access to the technical support service to assist the Customer to reply to and advise the user on the questions associated with the FLOWBIRD.app Service;
2. Ensure that the technical support is available during business hours 8:00AM and 8:00PM EST Monday through Friday excluding company holidays;
3. Ensure that the technical support can be reached via a telephone number at the local call rate;
4. Monitor the performance and supply of the FLOWBIRD.app Service.

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UPGRADE MAINTENANCE

Flowbird is entitled to modify the Service

Flowbird shall be responsible for the corrective and upgrade maintenance of the FLOWBIRD.app Service. In this case, Flowbird can suspend the supply of the Service in the conditions defined in this agreement.

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ANNEX 2

PRICING CONDITIONS

SERVICE FEES

The Service Fee is [$0.xx] per transaction to the end user, with [$0.xx] going to the City.

REVISION OF PRICES

Flowbird reserves the right to increase or decrease the Service Fee on an annual basis. Written notification will be provided to Customer at least 30 days prior to a price revision.

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ANNEX 3

SERVICE AVAILABILITY AND LEVELS (SLA)

This SLA defines the Service Level to which Flowbird is committed and the financial liability of Flowbird to Customer in the event of the non-attainment of the Service Level. This SLA pertains specifically to the FLOWBIRD.app Service.

As regards the service levels as defined in following Articles 4 and 6, the average response time and/or the average availability are understood as average values calculated for all Customers for the given period.

ARTICLE 1 - MAINTENANCE OF THE FLOWBIRD.APP SERVICE

1.1 Flowbird shall send Customer an e-mail informing the latter of any major modification having an impact on the functionalities of Customer's account. This e-mail shall contain a description of these modifications.

1.2 Flowbird shall do its utmost to deliver good backward compatibility of the new versions of the interfaces that can be used by the Customer's applications.

1.3 The procedures described in Articles 1.1 and 1.2 above do not apply to urgent corrections of bugs or made for reasons of security or required directly or indirectly by Financial Institutions, or governmental or legal authorities.

1.4 Unavailability associated with the maintenance of the Service shall, if possible, be scheduled during periods of low traffic. In principle, this maintenance shall not exceed an average of 4 hours per month. However, this average monthly maintenance duration can be exceeded once each quarter, by at most 8 hours. Customer shall be informed in writing at least 48 hours prior to the beginning of the maintenance activities, except in the case of Article 1.3 above.

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ARTICLE 2 - MONITORING OF THE SERVICE

2.1 The Service is monitored in two ways:

- Active monitoring: Flowbird 's automatic procedures, which periodically test the availability of the main system and its functionalities. These active monitoring processes include the alert and escalation mechanisms needed for Flowbird's technical support department to be informed as quickly as possible.
- Passive monitoring: Customer is able to notify, 24 hours a day, an incident associated with the use of the Service. Outside the Help Desk's working hour time slots, this notification shall be made by e-mail to the address info@FLOWBIRD.appstore.com

2.2 Customer undertakes not to use the active monitoring system in order to avoid a possible disturbance of the Service's performance due to unnecessary overload.

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ARTICLE 3 - AVAILABILITY OF THE SERVICE

During the days and time slots in which parking is not free of charge, Flowbird shall take measures to enable:

- The User Service to be operational 24 hours a day, except for scheduled maintenance.
- Transactional flows to be recorded every day without loss of data
- The Service to be open to users during paid parking times, except for scheduled maintenance.
- The Service via the Internet site for users to be operational 24 hours a day, except for scheduled maintenance.
- The management and monitoring service via the interfaces connected to the system to be operational, Monday to Friday, from 8:00AM to 8:00PM EST, excluding company holidays.
- The service for the verifying carried out by parking enforcement officers to be operational throughout the activity period of the services of the City's Police force (working hours).
- The Service for access by law enforcement personnel to be operational 24 hours a day, except for scheduled maintenance.

Unavailability of the Service is defined as the period during which the majority of Customer's users are unable to place new authorisation or payment transactions via the Service. It is also agreed that the service shall be considered unavailable if the response time as defined in Article 4 below exceeds 60 seconds for the majority of the Customer's users.

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3.1 Flowbird offers 98% availability of the Service, on a monthly basis, although the situations mentioned in Article 3.2 are excluded. Customer can, if it expressly requests this, obtain the transmission of an SLA report covering a given month, to enable it to monitor the level of performance compared to the SLA.

3.2 Unavailability excludes the following situations, which therefore do not give rise to the right to any compensation:

- Errors following the configuration based on incorrect information supplied by Customer,
- Supply by Customer or its users of incorrect or incomplete data needed by Flowbird to properly execute a transaction,
- Scheduled unavailability due to maintenance, insofar as executed in accordance with Article 1 of this SLA,
- Failures by Customer or by its users to comply with Flowbird 's procedures,
- Malfunction of the equipment of Customer or of its users,
- Unavailability of telecommunications lines,
- Unavailability of Internet access,
- Unavailability of the acquirer's authorisation equipment,
- Force majeure,
- Unavailability resulting from a bug that could have been easily detected by Customer during the test phase, if it had carried out a few basic tests during the Service's pre-activation period.

3.3 Notification and beginning of an incident

Customer shall inform Flowbird of the existence of an incident:

- During working hours: by telephone and by assistance request ticket. (See *Article 5*, Technical assistance below) The unavailability time shall commence as of the moment in which the assistance request ticket is created. In the event that the receiving procedure that permits the creation of assistance request tickets is unavailable, the unavailability time shall commence as of the telephone call to the Flowbird technical support department.
- Outside working hours: by e-mail, only to the address info@FLOWBIRD.appstore.com. The unavailability time is only counted over the Technical Support's time slot worked, i.e. 8:00AM to 8:00PM EST, Monday to Friday excluding company holidays.

3.4 If the duration of the incident is less than 15 minutes, the unavailability time is not counted for the purposes of the application of Article 3.

3.5 If two (2) consecutive unavailability periods of less than 15 minutes, occurring for an identical reason, are separated by a short period of availability (less than 15 minutes AND a total duration of less than the duration of the periods of unavailability), the two unavailability periods shall be considered as a single unavailability period, commencing with the beginning of the first unavailability period and ending at the end of the last unavailability period.

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ARTICLE 4 - RESPONSE TIME

4.1 Flowbird guarantees an average monthly response time of its online payment authorization process of less than twenty (20) seconds for all of its debit or credit card transactions. However, certain exceptions could exist, associated with specific acquirer connections. In that case, Flowbird would indicate it to Customer on a case-by-case basis. This applies only to online transactions transmitted individually to the Flowbird payment service provider and excludes any transaction consolidation mechanism.

4.2 Response time is measured from time of receipt of the payment request by Flowbird until the sending by Flowbird of the result of the payment request to the initiator of this request.

ARTICLE 5 - TECHNICAL ASSISTANCE

Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM EST, excluding legal holidays and Company published holidays.

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ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION

Flowbird undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that Flowbird becomes aware of the problem. If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the Customer, Flowbird shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, Flowbird nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

		Intervention time commitment vs. Technical Support Working hours	
Severity	Description	During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via FLOWBIRD.app.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours

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ANNEX 4

CORPORATE STYLE GUIDE

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SALES AGREEMENT BETWEEN …….. AND FLOWBIRD AMERICA INC.

AGREEMENT BETWEEN …….. AND FLOWBIRD AMERICA INC. FOR PROVISION OF ……..

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This Agreement is made and entered into this _____ day of _____, 202 , by and between Flowbird America Inc., (hereinafter "Contractor") and Client……(hereinafter "The Client")

WITNESSETH

WHEREAS, a Request for Proposals ("RFP") was issued by Region 14 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners"), for the provision of parking meters, software, systems and related products and services; and **WHEREAS,** the Principal Procurement Agency and OMINA Partners have determined that the proposal submitted by Contractor qualifies as the best proposal and that Contractor should be awarded a Master Agreement to provide the requested services; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions which shall govern the provision of services and goods rendered by Contractor, supplementing those in the Master Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. SCOPE OF SERVICES. The goods and services to be provided in connection with this Agreement are outlined in Exhibit B of this agreement. Said goods and services shall be provided in accordance with the applicable terms and conditions set forth in the Client solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment thereto and the terms and conditions contained either in the solicitation document or the Response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) the Client's solicitation; (3) the Contractor's response.

All associated costs and pricing are outlined in the Master Agreement.

Flowbird Services and Level 2 support agreement is outlined in exhibit C

This Agreement shall not be binding upon the parties until it has been executed by both parties.

2. COMPENSATION

During the term of this Agreement, Client shall compensate the Contractor in accordance with the Pricing Schedule attached hereto and incorporated herein by reference as Exhibit A. which includes all reimbursable expenses. All other fees reflected on Exhibit A shall be directly invoiced monthly by Contractor to Client in accordance with the INVOICES section set forth below.

3. INVOICES

The Contractor shall submit original invoices for all fees to be invoiced on a monthly basis as reflected on Exhibit A, or copies of original invoices certified as such by the Contractor, on the Contractor's letterhead and in form and substance reasonably acceptable by the Client and with all reasonably necessary supporting documentation, to the Client. The invoice shall describe the services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates.

Invoices shall be submitted to: ……

The Client shall remit payment based on the Contractor's invoice within thirty (30) days after receipt of accurate invoice. If Contractor fails to receive timely payment as set forth herein, then Client shall pay interest on overdue

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sums in the amount of 1.5% per month compounded daily until actual payment of the overdue sum. Client shall pay the interest together with the overdue sum.

4. TAX PAYMENTS

Prices set forth in the Pricing Schedule are exclusive of sales, use and other taxes. If Client claims exemption from Federal Excise, State and Local Taxes, it must provide tax exemption certificates to the Contractor.

5. TITLE & RISK

Risk of loss of any goods hereunder shall not pass to the Client until the Client actually receives and takes possession of the goods at the point or points of delivery. Title shall pass upon payment in full for goods.

6. PATENT INDEMNIFICATION

The Contractor warrants that any goods/services furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the Client, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods/services purchased by Client hereunder infringe any patent, copyright, or is a violation of trade secret disclosure laws, whether by reason of the Contractor's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of this Agreement.

7. SHIPMENTS

Partial shipments may be allowed unless otherwise stated in writing by Client. The Contractor shall not ship excess quantities without the Client's prior written approval. Contractor shall not be liable for any delay in delivery of goods that is caused by events outside of its control or Client’s failure to provide adequate delivery instructions.

8. ENTIRE AGREEMENT

This Agreement, In addition to the Master Agreement, constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement. This Agreement is solely for the benefit of Client and Contractor.

9. HEADINGS

Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

10. MODIFICATION AND AMENDMENT

This Agreement shall be amended or modified only by a written document signed by the parties hereto, in accordance with applicable laws and regulations.

11. CHANGES

The parties hall have the right at any time to propose written changes to the work performed hereunder. Any difference in price or other terms resulting from such proposed changes shall be negotiated in good faith and agreed between the parties before such changes become effective and this Agreement is modified in accordance

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with paragraph 10.

12. RIGHTS IN DATA

The Contractor agrees that Client data or compilations thereof produced under this Agreement shall remain the property of the Client and shall not be published by the Contractor or any other party without the express prior written consent of the Client. In implementing the foregoing, the Contractor hereby grants and assigns to the Client all rights and claims of whatever nature, whether now or hereafter, arising in and to such Client data and compilations thereof and shall cooperate fully with the Client in any steps the Client may take to obtain copyrights, trademark or like protections with respect thereto.

13. INTELLECTUAL PROPERTY

Subject to Article 12 above, any intellectual property provided or prepared by Contractor in connection with this Agreement shall remain the exclusive property of Contractor, except that Contractor shall supply to Client a non-exclusive non-transferable license solely to the extent required for use by the Client of deliverables provided hereunder, and performance of maintenance by Client and its authorized agents upon the deliverables provided hereunder, for the time that the deliverables remain in service for their intended use. Customer agrees that intellectual property licensed shall be used solely for the limited purposes described in this paragraph, and shall be kept confidential by the Client, its employees, and authorized agents as applicable pursuant to this paragraph. Client acknowledges that, in respect of any third party intellectual property rights, the Client's use of such rights is conditional upon Contractor obtaining a written license from the relevant licensor on such terms as will entitle Contractor to license such rights to Client.

14. EMPLOYMENT OF CLIENT WORKERS

The Contractor shall not engage, on a full, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the Client.

15. CONTRACTOR'S PERSONNEL

The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. Contractor will make its personnel aware of and cause them to comply with the Client's policies that have been made known to Contractor while performing pursuant to this Agreement. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the reasonable opinion of the Client, is incompetent, whose conduct becomes detrimental to the work, or whom the Client deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the Client's request. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The Client shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

16. INDEPENDENT CONTRACTORS

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Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the Client. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the Client the right to direct the Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means the Contractor will follow the desires of the Client only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the Client shall not be liable for any representation, act or omission of the Contractor contrary to the provisions hereof..

17. TERMINATION

1. It shall be cause for the immediate termination of this Agreement for cause if:
    a. the Client reasonably determines that the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
    b. the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.
    c. the Client fails to make timely payment of sums due under this Purchase Order and then fails to cure such default by making payment of all sums owed and due within ten (10) business days of written notice to cure. (The Contractor, without limitation of its other rights and remedies including the right to later terminate for cause, may elect to suspend performance in the event of uncured nonpayment.)
    d. a party commits a material breach of its obligations under this Agreement and (if such breach is remediable) then fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so from the other party.
    e. a party abandons performance of this Agreement.
2. Upon termination for cause the Client shall pay the seller for all outstanding invoices and an invoice shall be issued for goods and services provided but not previously invoiced, which invoice shall be immediately payable.
3. The Client may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 business days prior written notice to the Contractor. In the event a purported termination for cause by the Client is in error, then such termination shall be deemed to be a termination for convenience under this section. In the event of termination for convenience or wrongful termination for cause deemed a termination for convenience, the Contractor shall be entitled to receive compensation for any work performed in accordance with the Agreement up to the termination date, together with its reasonable termination costs and lost profits with respect to this Agreement.

18. CONFLICT OF INTEREST

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Contractor covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by

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the Contractor or any agent or representative of the Contractor, to any officer, official, agent or employee of the Client, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Client as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the Client shall have the right to recover or withhold the full amount of such gratuities.

19. GENERAL COMPLIANCE WITH LAWS

The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of _____ and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall comply with federal, state and local laws applicable to performance of this Agreement.

20. NON-DISCRIMINATION

The Contractor hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The Client reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the Client.

21. NOT USED

22. SEVERABILITY

If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, the parties may negotiate in good faith to replace such provision with a valid, legal and enforceable provision that most closely approximates the parties' original intent.

23. NO WAIVER OF CONTRACTUAL RIGHT

No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto . No delay or failure of a party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of that party’s right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto and specifically identified as a waiver of any succeeding breach thereto or of any other provision herein contained.

24. ORGANIZATION STATUS AND AUTHORITY

The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Delaware; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein

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such qualification is necessary. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement on behalf of the parties represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

25. WARRANTY

The Contractor warrants to the Client that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. Contractor specifically warrants that, if Client gives notice in writing during the warranty period within a reasonable time of discovery that some or all goods or services provided hereunder do not comply with the warranty provided under the paragraph, and Contractor is provided with proof of the same and reasonable opportunity to investigate including examination of such goods/services, then Contractor shall, at its option, repair or replace the defective goods or services, or refund the price paid for such goods or services. Excluded hereunder are without limitation non-conformances, defects and damage arising from ordinary wear and tear, abuse, negligence, vandalism, willful damage or abnormal working conditions, or due to failure to follow Contractor's oral or written instruction with respect to storage, installation, commissioning, use or maintenance. This warranty shall be effective for a period of one (1) year from the date of successful verification testing of the system The warranty shall survive the termination or expiration of this Agreement. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CONTRACTOR WITH RESPECT TO THE GOODS AND SERVICES PROVIDED HEREUNDER. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF PURPOSE, OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING. THE REMEDY PROVIDED IN THIS PARAGRAPH CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY.

26. DISPUTE RESOLUTION

In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate.

27. FORCE MAJEURE

The Contractor shall not be deemed in default hereunder, nor shall the Contractor be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts of governmental authorities or acts of nature or other similar cause beyond its control.

28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the
parties hereto and their respective heirs, legal representatives, successors and assigns.

29. NOTICES

All notices and other communications required or permitted to be given hereunder shall be written and

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hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

To the CONTRACTOR: Flowbird America Inc. 40 Twosome Drive, Suite 7, Moorestown, NJ 08057; Attn: ……..; Phone: 856.234.8000; Fax: 856.234.7178

To the CLIENT: [To be inserted]

30. CONFIDENTIALITY

The parties including their employees, consultants, agents, affiliates, assigns and successors shall keep in strict confidence all technical or commercial know-how, specifications, inventions, proprietary information, processes or initiatives which are of a confidential nature that may have been disclosed to one another in connection with this Agreement. In the event one party receives a subpoena or other validly issued administrative or judicial process requesting the other's confidential information, the first party shall provide prompt actual notice to the other party of such receipt, so as to provide the other party with a reasonable opportunity to intervene in the proceeding before the time that first party is required to comply with such subpoena or other process.

31. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for consequential (which shall be deemed to include but not be limited to lost parking revenue), incidental, exemplary or special damages of any nature and under any legal theory. Contractor's total liability to Client in connection with or as arising under this Agreement shall be limited to 25% of the total price set forth in the Pricing Schedule. This paragraph shall survive termination of this Agreement.

32. NUMBER AND GENDER

Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and vice versa.

33. SURVIVAL

The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

34. DRAFTER

This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by both parties such that any ambiguities in this Agreement shall not be construed against either party.

35. COUNTERPARTS

This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.

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36. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in courts within the State of New Jersey, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of courts within the State of New Jersey.

37.

Left blank intentionally

38. INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE

I. Commercial General Liability (Primary and Non Contributory)

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence $ 1,000,000
General Aggregate Limit $ 2,000,000
Products/Completed Operations $ 1,000,000
Personal and Advertising Injury $ 1,000,000

II. Business Automobile Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $ 1,000,000

III. Worker's Compensation
A. Limits of Liability [Sum?]

IV. Employer's Liability
A. Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit
V. Umbrella Policy (Excess Follow Form)

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence $ 2,000,000
Aggregate $ 2,000,000

39. ATTORNEY'S FEES

If any action at law or in equity is necessary due to a dispute and/or to enforce or interpret the terms of this Agreement, the parties will bear their own attorneys' fees and court costs.

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IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement, effective as of the day and year first above written.

CLIENT	**FLOWBIRD AMERICA INC.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A Pricing

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Exhibit B Scope of Services

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Exhibit C Flowbird Services and Level 2 support agreement

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Docusign Envelope ID: 16B19C5B-5DE2-49DE-8682-461342127D8E

REQUEST FOR CONTRACT UPDATE #1___

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Flowbird America Inc (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 158971 for Parking Meters, Software, Systems and Relate (Contract Title) on this date 1/09/2025.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☑ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☐ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

Flowbird would like to add the following distributors to be authorized to use the contract:
Mitchell Time and Parking - Texas
Total Parking Solutions - Illinois and Florida
Butts Ticket Systems - Pennsylvania, Maryland, Delaware, Florida
DEVO Associates - New Jersey, New York
ATI Systems - New York

Docusign Envelope ID: 16B19C5B-5DE2-49DE-8682-461342127D8E

Flowbird America Inc

Vendor Name

Andreas Jansson

Submitted By

Signature

1/09/2025

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:
Emily Jeffrey
4FE64E0707547B...

Signature

January 13, 2025 | 8:27 AM PST

Date

City Marshal's Office

CITY OF GALVESTON
823 Rosenberg | Galveston, TX 77550-0779
www.galvestontx.gov | 409-797-3660

January 9, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Nick Yeley, Interim City Marshal

RE: Consider the approval to purchase 17 Strada Pay Stations utilizing Omnia contract # 158971 from Mitchell Time and Parking at a cost of $178,078.00. Authorize the City Manager to execute the purchase. The funding source will be from Parking Management Capitol Overlay Improvement account 1096-913650-54005-425600.

I. Background

A. Parking management currently has 16 Strada Pay Stations which were purchased in 2015.
B. We need to add 1 more Strada Pay Station due to the expanded parking area in the downtown zone.
C. The original 16 Strada Pay Stations have reached their end-of-life expectancy and need to be replaced.

II. Current Situation

Concur in Alternative A and approve to purchase 17 Strada Pay Stations utilizing Omnia contract # 158971 from Mitchell Time and Parking at a cost of $178,078.00. Authorize the City Manager to execute the purchase. The funding source will be from Parking Management Capitol Overlay Improvement account 1096-913650-54005-425600.

III. Alternatives in order of priority

A. Approve the purchase of 17 Strada Pay Stations

1. Cost – The total cost of $178,078.00.

2. Timing – This purchase is necessary immediately to replace the old Pay Stations and add 1 additional Pay Stations.

3. Departmental Improvements – This purchase will provide the necessary equipment to allow the option for receiving payments for paying to park in the downtown zone.

B. Do not approve the purchase of the 17 Strada Pay Stations.

1. Cost – No cost

2. Timing – N/A

3. Departmental Improvements – None

IV. Recommendation

Concur in Alternative A and to purchase 17 Strada Pay Stations utilizing Omnia contract # 158971 from Mitchell Time and Parking at a cost of $178,078.00. Authorize the City Manager to execute the purchase. The funding source will be from Parking Management Capitol Overlay Improvement account 1096-913650-54005-425600.

V. Fiscal Impact Report

Requested by:	Nick Yeley Interim City Marshal
Funding Source:	1096-913650-54005-425600 Capital Outlay-Improvements
Cost of Implementation:	$178,078.00
Additional Information:	**Mitchell Time and Parking is the sole source distributor in Texas for Flowbird and is authorized to utilize the Omnia contract # 158971**

Respectfully Submitted,

Nick Yeley
Interim City Marshal

SCHOLES INTERNATIONAL AIRPORT GALVESTON

Scholes International Airport

AIRPORT ADMINISTRATION
2115 Terminal Dr | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

AIRPORT STAFF REPORT

Date: January 23, 2025

To: City Manager
Mayor and City Council Members

From: Mike Shahan, Airport, Airport Director

Project Location: Scholes International Airport **Project:** Hangar 70 Silicone Roofing System

Request: Consider for approval, authorizing the City Manager to approve an expenditure of $19,500.00 with Mike Costello, who submitted the lowest and most responsible quote to install a silicone roofing system on Hangar 70 upon final approval by the City Attorney.

Prior Council Action:

A. On September 21, 2023, the City Council authorized the City Manager to execute the purchase agreement to purchase the leasehold interest containing approximately 13,977 sq. ft. of hangar and office facilities in three (3) buildings built in 2002, 2004, and 2008 from the James Henderson Children's Insurance Trust, Inc. for $565,785.00.

B. ERA Helicopters agreed to pay the city $100,000 by September 30, 2023, for the early termination of the Parking Lot and Ramp Lot Leases at Hangars 70 & 71.

C. On January 25, 2024, the City Council authorized a contract with D&A Welding to make sheet metal repairs to Hangar 70 and Office 70A in the amount of $31,513.75.

Background:

A. The $100,000 received from ERA Helicopters has been used to make necessary repairs to Hangars 70, 71, and Office 70A.

B. The total repair expenses to date for both hangars and office is $79,010.16. This includes costs for minor roof repairs, electrical work, hangar door repairs, sheet metal repairs, plumbing, and interior repairs. After these expenses, a balance of $20,989.84 remains for maintenance costs out of the $100,000 from ERA Helicopters.

C. Hangar 70 needs permanent roof repairs to prevent interior damage from occurring. The best option is to install a silicone roofing system, which will seal the existing metal roof and provide a 10-year warranty against roof leaks.

D. We requested and received three proposals to install a silicone roofing system.
   1) Mike Costello quoted $19,500.00 with a 10-year materials and labor guarantee, work will be maintained at no additional charge during this period.
   2) Liqui-Pro - $28,727.49 with a 2-year workmanship and a 10-year manufacturer's warranty
   3) JC Roofing – did not provide a proposal for a silicone roofing system. Opted to quote an acrylic sealant roofing system.

AIRPORT ADMINISTRATION
2115 Terminal Dr | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

AIRPORT STAFF REPORT

Fiscal Impact Report:

The money for this repair is in the Airport Capital Outlay A2201 Account.

- **Funding Source.** Airport Capital Outlay account
- **Annual Cost.** 2025 - $19,500.00

Funding Source	Amount
Airport Capital Outlay	$ 19,500.00
Estimated Cost	$ 19,500.00

Alternatives:

A. Authorize the City Manager to approve an expenditure of $19,500.00 with Mike Costello, who submitted the lowest and most responsible quote to install a silicone roofing system on Hangar 70 upon final approval by the City Attorney.

1) Cost – The contract cost is $19,500.00.
2) Timing – Work on the roof is needed to prevent interior damage from occurring.
3) Departmental Improvements - To ensure the metal roof does not leak, repairs include coating the metal roof with a silicone roofing system, which will seal the existing metal roof and provide a 10-year warranty against roof leaks.

B. Do not approve the Contract.
1) Cost – The cost of repairs and damage could potentially increase along with increased liability.

Staff Recommendation:

Authorize the City Manager to approve an expenditure of $19,500.00 with Mike Costello, who submitted the lowest and most responsible quote to install a silicone roofing system on Hangar 70 upon final approval by the City Attorney.

Attachments

- Internal Quote Sheet
- Quotes from Mike Costello, Liqui-Pro Industries, Inc., and JC Roofing
- HUB Vendor Search

INTERNAL QUOTE SHEET

Employee Name: Danica Titus	**Department:** Airport

Product/Service:
Hangar 70 Silicone Roofing System

QUOTE 1:	**Date Contacted:** 11/28/24	**Hub Vendor:** Yes ☐ No ■
Company: Mike Costello	**Contact Name:** Mike Costello	
Telephone #: 217-725-6879	**E-Mail:** faithkmc@icloud.com	
Amount of Bid: $19,500	**Date Responded:** 12/3/24	
Comments: Silicone sealant with 10-year materials and labor guarantee, work will be maintained at no additional charge during this period.		

QUOTE 2:	**Date Contacted:** 12/03/24	**Hub Vendor:** Yes ■ No ☐
Company: Liqui-Pro	**Contact Name:** John Austin	
Telephone #: 40-539-2429	**E-Mail:** jaustin@liqui-pro.com	
Amount of Bid: $28,727.49	**Date Responded:** 12/12/24	
Comments: Silicone sealant with 2-year workmanship from Liqui-Pro and 10-year manufacturer's warranty		

QUOTE 3:	**Date Contacted:** 12/03/24	**Hub Vendor:** Yes ☐ No ■
Company: JC Roofing	**Contact Name:** Joe Corbin	
Telephone #: 409-392-7110	**E-Mail:** jcroofingtx@gmail.com	
Amount of Bid: $28,350.00	**Date Responded:** 12/17/24	
Comments: Would only provide a quote for acrylic sealant and not silicone which is the type of sealant we require.		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

ESTIMATE

Prepared For

Scholes Airport
(409) 392-7110

Mike Costello

8107 NE Zac Lentz Pkwy
Victoria, Texas 77904
Phone: (361) 827-5749
Email: faithkmc@icloud.com

Estimate # 23
Date 12/03/2024

Description

repairing and sealing metal roof of hangar number 70

-SCOPE OF WORK-

Same scope as hangar 28

A. Work included: all labor, materials, equipment and accessories to furnish and install a Silicone roofing system.
B. Related work specified elsewhere: 1. metal work /fabrication
1.Etching of metal. Manual or chemically.
1.2 Steam cleaning surface of roof.
1.3 encapsuling all fasteners and sealing all seams vertical and horizontal.
A. Certification of materials: (Applicable for manufacturer's material warranty.) Upon completion of roofing system and inspection shall be made by the applicator to ascertain that the roofing system has been installed according to manufacturer's published specifications and details.
B. Material data safety sheet , and product description sheet. Contractor shall furnish, upon request.
C. Requirements of regulatory agencies: furnished and install all roofing materials required to meet regulatory specifications and approved building codes.
1.3 Submittals
1.4t

A. Product data: shall include manufacturer's product specifications and installation instructions.
B. Certified test: Submit copies of certified test reports that indicate compliance with the specified minimum physical properties and performance requirements.
Product Delivery, Storage and Handling
A. Delivery of materials:
1.materials shall be delivered to the job site by contractor in original, unopened containers bearing manufacturer's original label.
2. Related miscellaneous items shall be delivered to job site in new condition, and where applicable, properly labeled.

B. Storage of materials:

1. Store materials in accordance with manufacturer's recommendations
2. Store materials at between 40°F and 100°F C. Handling and protection of materials:
1. Meet requirements of manufacturer's recommendations for handling and protection of materials during installation.
2. Handle materials so that they are not contaminated by foreign materials.
D. Damaged materials: contaminated or damaged materials shall not be used in the installation and shall be removed from site immediately upon discovery.
E. SAFETY & FIRST AID
Job Conditions
A. Environmental requirements:
See product Safety Data Sheets or product container label to review safety information provided.
General requirements:
A. Application of coatings shall not proceed unless environmental conditions are suitable as prescribed by the manufacturer of the material being supplied. Applicator shall be held responsible for contacting manufacturers of applied materials and verifying manufacturer's requirements for environmental conditions.
Application temperature requirements:

A. Ambient: application shall not proceed when ambient temperature is less than 40°F and rising or greater than 100°F.
B. Surface: application shall not proceed when surface temperature is less than 40°F and rising or greater than 120°F.
C. Do not apply at temperatures below 40°F, when temperatures may drop below 40°F within 24 hours, or when the temperature is not at least 5°F above the dew point. Do not apply during inclement weather, when precipitation appears imminent, or when freezing may occur before the membrane is fully cured.

B. Protection of unrelated work:
1. Take all measures necessary to protect unrelated work and surfaces to avoid overspray from coatings.
Part 2 – Products
2.1 Fluid Applied Silicone
3.1 Inspection
A. General requirements: inspect roof surface to receive work specified to ensure that the following conditions exist.
1. Roof surface shall be clean, dry, and structurally sound, stable and well secured.
2. Roof surface shall be free of ponding water. A roof surface which has 36 or more square feet of water in any area, or
3. Roof surfaces which are chalky, friable, waxy or oily are not acceptable to receive membrane.
B. Determine moisture content of substrate, insulation and deck. A moisture content of 10 percent by weight or greater, above the normal moisture content of existing materials, indicates a potential problem and work shall not proceed until cause of high moisture content is verified and condition is corrected.
C. All moisture testing MUST be in compliance with ASTM F2170 relative humidity testing.
D. Inspect condition of flashing details adjacent to protrusions, curbs, walls, drains and roof edge to ensure that details are acceptable and will maintain a weather tight installation.

A. Application method: both membrane base coat and top coat shall be applied by airless spray or 3/4 inch to 11/4 inch naproller.
B. The use of Prime Time primer is optional.
C. Application procedure.
1. Develop a systematic method for application of coating to surface.
2. Apply first coat @rate of 1.9 gallons per square.
3. After the base coat applications have dried completely, apply a second coat at a rate of 1.9* gallons per square.
4. Total rate: the total application rate with base coat, plus top coat shall equal a minimum of 27 dry mils at 3.8 gallons per square.

*To achieve minimum requirements, the application rates listed include 15 percent for application loss and 10 percent to compensate for surface texture.

Total price $19,500

This work will be guaranteed for 10 years. Materials and labor guarantee , work will be maintained at no additional charge during this period

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Subtotal	$19,500.00
Total	**$19,500.00**

THE ROOFING & WATERPROOFING COMPANY

Roof Report & Proposal

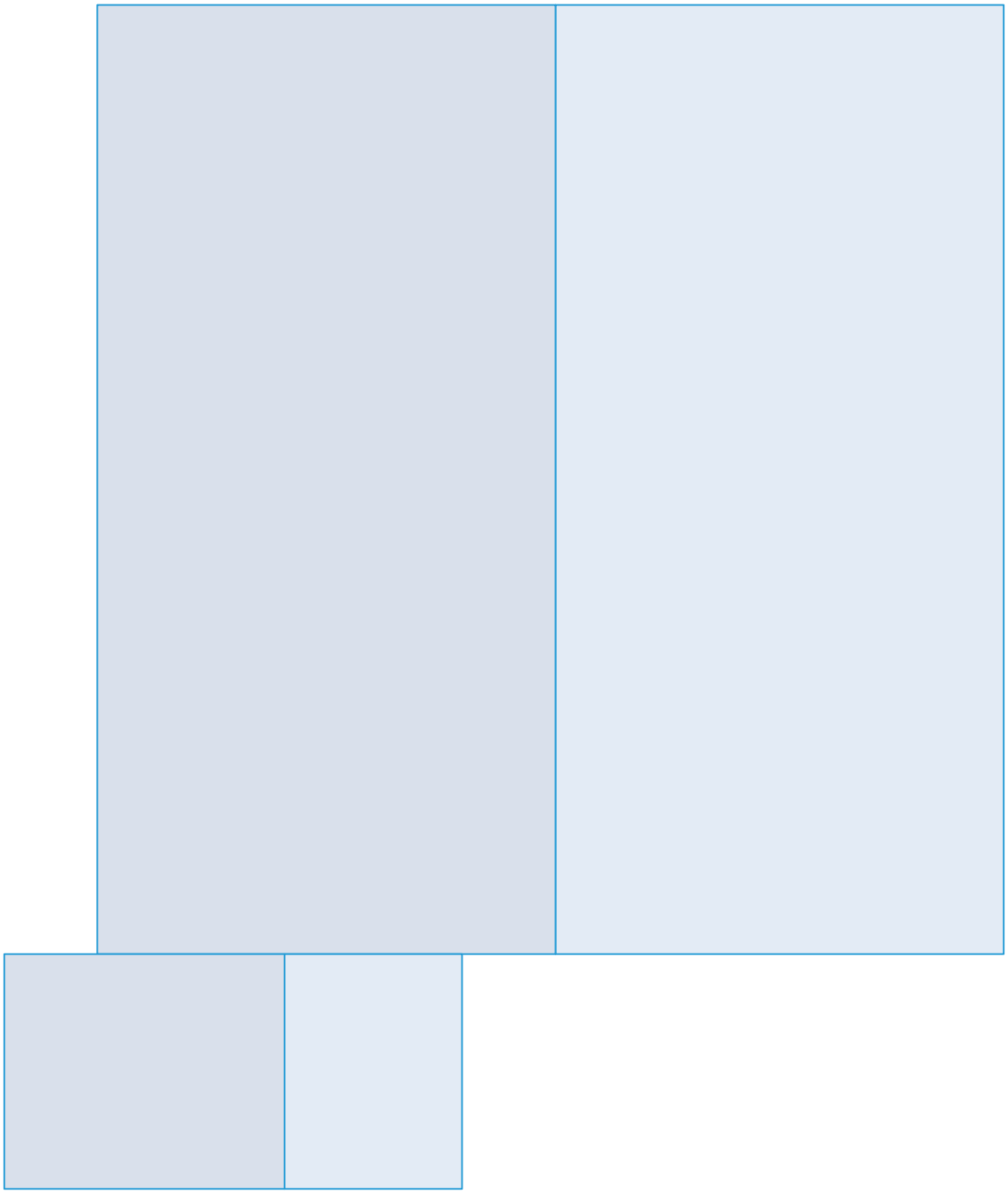
Prepared by Liqui-Pro Industries, Inc.

8700 Cessna Drive, Galveston, TX 77554
Scholes International Airport

THE ROOFING & WATERPROOFING COMPANY

Diagram

8700 Cessna Drive, Galveston, TX 77554

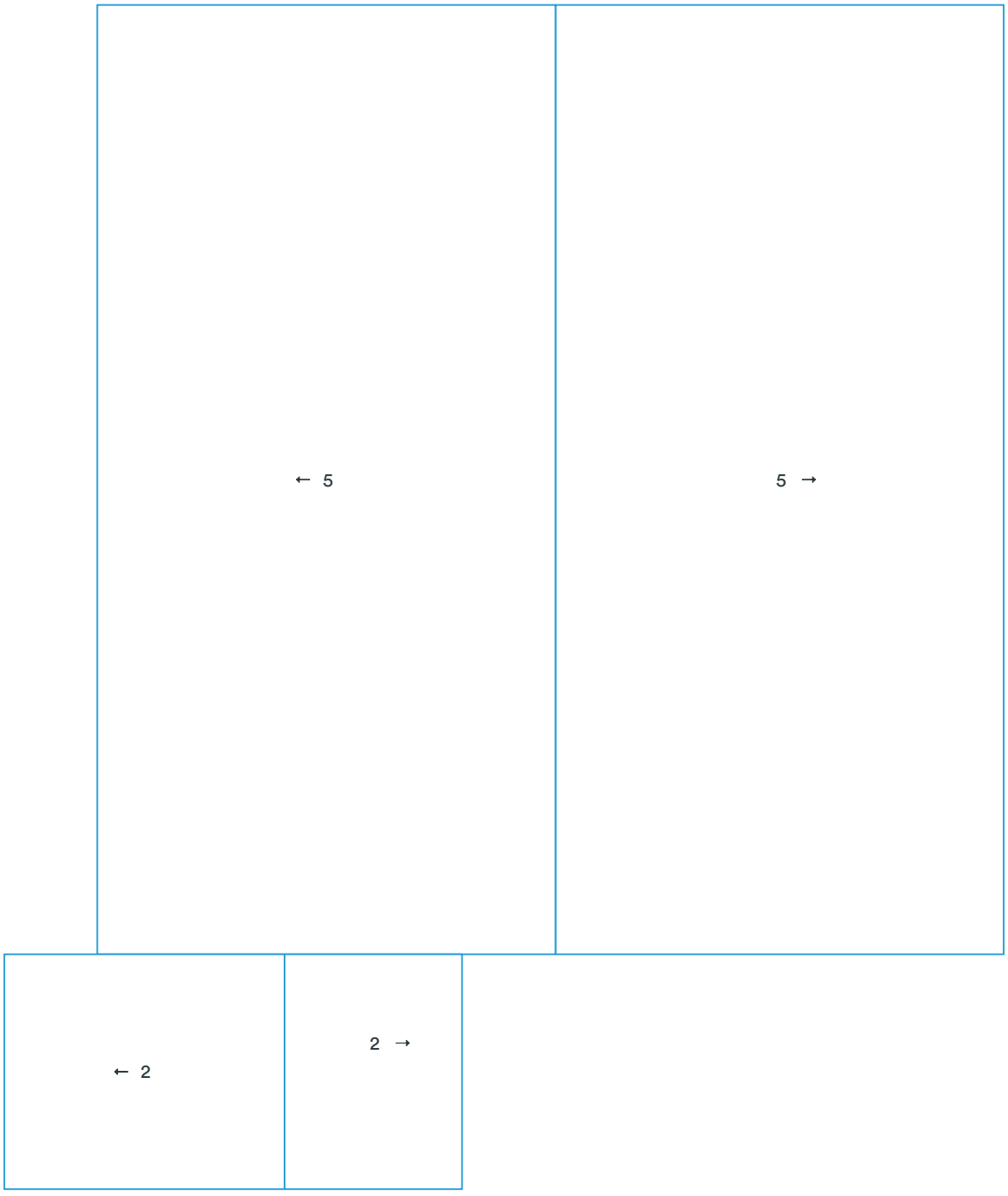


THE ROOFING & WATERPROOFING COMPANY

Powered by roofr

Pitch & direction measurement report

8700 Cessna Drive, Galveston, TX 77554



THE ROOFING & WATERPROOFING COMPANY

Proposal

DATE:	*December 12, 2024*	**PROJECT:**	*Silicone Restoration System*
ATTN:	*Ms. Danica Titus*	**ADDRESS:**	*8700 Cessna Drive*
	Scholes International Airport		*Galveston, Texas*

SCOPE OF WORK

1. *Set up all safety and perimeter warning as needed.*
2. *Replace missing fasteners as needed.*
3. *Pressure wash roof as needed to install restoration system.*
4. *Seal all vertical laps with mastic-grade silicone and polyester fabric in a 3-course fashion.*
5. *Seal all fasteners and vertical laps with mastic-grade silicone.*
6. *Install silicone restoration system in several applications to achieve a thickness of 2 gallons per 100 sq. ft. (15.2 dry mils)*
7. *Remove all debris generated from project.*
8. *Provide a 2- Year workmanship warranty from Liqui-Pro Industries, Inc.*
9. *Provide a 10- Year product warranty from the manufacturer.*

For The Sum Of: $28,727.49
plus, tax if applicable

Exclusions:

- *City and county permit fees*
- *Windstorm fees*
- *Mechanical or electrical disconnects*
- *Metal panel replacement*

The owner recognizes that if moisture has entered the dwelling prior to the contractor beginning work, the contractor is not liable for property damage or bodily injury claims allegedly resulting from insect damage or fungus and mold infestation. I have seen and understood the terms and conditions of the standard warranty issued by Liqui-Pro Industries, Inc.

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard construction practices. All workmanship to be covered for a period of (1) year unless otherwise stated in this proposal. Any alteration or deviation from specifications outlined above involving extra cost will be executed only upon written approval and will become an extra charge over and above the estimate. Agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be 40% at mobilization and balance due upon completion unless outlined above.

LP REPRESENTATIVE: _____

ACCEPTED BY SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

mobile: (409) 370-5178 email: jaustin@liqui-pro.com website: www.liqui-pro.com
PO Box 550, Texas City, TX 77592 established: 2010

Professional, Reliable
Service Since 1996

jcroofinggalveston.com

JC ROOFING
COMMERCIAL/RESIDENTIAL

101 Tiki Dr. #200 D
Tiki Island, TX 77554
Office (409) 750-8043
jcroofingtx@gmail.com

JC Rep:	***Joe Corbin***	Date:	***December 17, 2024***
Name:	***Mike Shahan/City of Galveston Airport***	Phone/ E-Mail:	409-392-7110
Address:	***8700 Cessna***	City, St, ZIP:	***Galveston, Tx***

SPECIFICATIONS FOR LABOR AND MATERIALS

ACRYLIC ROOF COATING PROPOSAL
Power wash complete roof system
Install new 26 gauge rake Edge as needed/where damage
Install new 26 gauge ridge cap as needed/where damaged
Install APOC291 rust inhibitor primer
Install Tri-Built RX 7053 patching cement compound over all fasteners, joints and seams
Install new pipe flashings, as needed
Deck Type Neoprene Style
Apply two coats of Tri-Built RX 700 100% Acrylic premium elastomeric coating
Keep job site clean and free of debris
Protect areas around perimeter to avoid any type of overspray or splatter
All safety protocols will be in place
10 year manufacturer warranty

*****Job will take approximately 3 to 4 days to complete.***

I/WE THE OWNER AGREE TO PAY THE SUM OF:

TOTAL ***$28,350.00***

.

1.) All proposals are subject to the approval of management.
2.) Owner agrees that the property, upon which the work is to be done pursuant to this contract, shall be subject to the filling of a lien in the event of non-payment of all sums due under these contracts.
3.) The Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise shall be binding unless writing signed by both parties.
4.) Replacement of deteriorating decking, fascia boards, roof jacks, ventilations, flashing or other material, unless otherwise stated in this contract, are not included and will be charged as an extra add-on.
5.) The Proposal will expire in 90 days from date of estimate unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.
6.) If material has to be reordered or restocked because of cancellation by the customer, there will be a restocking fee equal to fifteen percent (15%) of the contract price.
7.) Labor warranty does not cover damage to roofs caused by lightning, gale force winds in excess of 75 mph, hurricane, tornados, hailstorms, impact of foreign objects, or other violent storms or casualty, or damage to roofs due to settlement, failure or cracking of the roof decks, walls, or foundations, of a building. Warranty applies to roof only. Not responsible for content damage during warranty period. The contractor shall not be liable for damage to AC freon lines, gas lines and antenna wires beneath the decking. A leak must be reported within 30 days of the leak occurring.
8.) The contractor shall revoke labor warranty if the Contract is not paid in full.
9.) Labor and material warranty is non-transferrable unless otherwise stated in contract.

JC Rep:_____

Purchaser: X_____

Date:_____

Payment Arrangements: 40% deposit
_____ balance upon completion

_____

Search For Vendors

Please Fill out a Survey

Search found 1 vendors , 1 are HUBs ,Includes 0 Inactive Vendors
Search Condition : SearchType=HUB's Only,Section1 Class Code=910,Section1 Item(s)=(78),Location County=Galveston

Vendor ID	1461575225100
Company Name	LIQUI-PRO INDUSTRIES, INC.
Contact Person	John Austin
Mailing Address	PO BOX 550
City	TEXAS CITY
State	TX
Zip	77592-0550
Country	USA
Email	jaustin@liqui-pro.com
Phone	409-539-2429
HUB Eligibility	WO
HUB Gender	F
Small Business	Yes
CMBL Status	Active
HUB Status	A-Active

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Date: January 10, 2025

To: City Manager
Mayor and City Council Members

From: Tesa Wrobleski – Director, Disaster Recovery and Grants

Project: EECBG Grant Purchase for (3) four-ton HVAC Units

Project location: Airport Wastewater Treatment Plant (WWTP)

RE: Consider For Approval the purchase of (3) four-ton HVAC units for the Airport (WWTP) in the amount of $65,906.38 from Way Engineering and authorize the City Manager to sign all required application documents upon final approval of the City Attorney.

I. Background

A. The City applied for grant funding from the US Department of Energy under the Energy Efficiency and Conservation Block Grant (EECBG) in the amount of $65,906.38 to install (3) four-ton HVAC units for the Airport WWTP in August of 2024.

B. The city awarded bid #23-07 for Heating, Ventilation, and Air Conditioning services to Way Engineering LTD on March 23, 2023.

II. Current Situation

A. The city was awarded $65,906.38 from the EECBG Program in December 2024.

B. The EECBG Voucher program is a reimbursable program.

C. There is no required local match for the program.

D. The city received a quote from Way Engineering LTD to purchase and install

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

the (3) four-ton HVAC units for $65,906.38.

III. Alternatives in order of Priority

A. Approve the purchase of (3) four-ton HVAC units for the Airport WWTP from Way Engineering LTD in the amount of $65,906.38 and authorize the City Manager to sign all required documents upon final approval of the City Attorney.

B. Do not approve the purchase of (3) four-ton HVAC units for the Airport WWTP from Way Engineering LTD in the amount of $65,906.38 and authorize the City Manager to sign all required documents upon final approval of the City Attorney.

IV. Recommendation

A. Approve the purchase of (3) four-ton HVAC units for the Airport WWTP from Way Engineering LTD in the amount of $65,906.38 and authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

V. Fiscal Impact Report

Funding Source	Amount
DOE EECBG Reimbursement	$65,906.38
Total	**$65,906.38**

1/7/2025

Company Name: City of Galveston
Company Address: 2115 Terminal Dr
Pipe Drive ID: 49650

Description of Work: 3 RTU Change Out at Waste Water Treatment Plant

EXECUTIVE SUMMARY

Way Engineering is pleased to submit the following Proposal for the above referenced project. We hope you find the attached Clarifications and Exclusions clear and complete in showing the scope of work intended. This proposal includes labor, material, equipment, and supervision required to provide a professional product.

TOTAL PRICE (tax excluded) : $ 65,906.98

50% Progress Billing Option: $32,953.49

Equipment - Make/Model	Quantity - Estimated Lead Time
RTU / Package Unit - RUUD	x1 -

Scope of Work:

-Pick up all material before arriving on site
-Arrive on site and check in with the customer
-Disconnect the existing electrical to the (3) requested RTU's
-Disconnect any fittings or attachments to the units
-Make a lift plan with the crane company before each lift
-Use the crane to remove all (3) requested RTU's from each of their location to the customers preferred area
-Use the crane to place in (3) new RTU's to the existing spots of the old ones
-Reconnect all fittings and connections to the units
-Reconnect the electrical and perform the "start up process"
-Log in the equipment and check for all correct functions of the units including temperature
-Clean up all trash and tools before leaving
-Check out with the customer before leaving
-All Units are Blygold Coated
-Curb Adapters for (2) Units that are needed are included

RTU 1-(Rheem/Ruud 4 TON)/Gas Heat/Model Number-dnRGECZR048ADU07BACAA0/460V/3Phase/60Hz/543lb/Blygold Coated

RTU 2-(Rheem/Ruud 4 TON)/Gas Heat/Model Number-dnRACCZR048ACT000ACAA0/460V/3Phase/60Hz/543lb/Blygold Coated

RTU-3(Rheem/Ruud 4 TON)/No Heat/Model Number-dnRXRF-ACB1/230V/3Ph/60Hz/508lb/Blygold Coated

H.V.A.C License #TACLA82248C Held by Corey Gill Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78765, (800) 803-9202, (512) 463-6599
Plumbing License #MPL-41404 Held by Corey Gill Regulated by The State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX, 78765,(800) 845-6584 (512) 936-5200

EXCLUSIONS

Our quote provides for all items necessary for a complete and operating system except for the following excluded items:
*ELECTRICAL SERVICE FROM CIRCUIT BREAKER UP TO AND INCLUDING DISCONNECT SWITCH
*CUTTING, PAINTING, PATCHING OR ANY CARPENTRY WORK REQUIRED FOR INSTALLATION
*ALL WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS
*TEMPORARY AIR CONDITIONING OR HEATING EQUIPMENT
*CRANE OR LIFTING EQUIPMENT

EMERGENCY REPAIR SERVICE

Way Engineering agrees to maintain twenty-four (24) hour back-up service availability, seven days a week, schedulable on an on-call basis, for the handling of emergency service and repair work, insofar as that work extends to the terms defined, and equipment included, in this contract. All services performed in addition to those described in Section II, "SCOPE OF SERVICES – HVAC EQUIPMENT COVERAGE," will be billed at the Company's current customer rates for labor plus material. Our normal business hours are from 7:00 A.M. to 3:30 P.M. Overtime work is defined as any services performed outside of normal business hours. Overtime work will be billed at either 150% or 200% the normal hourly rate, dependent upon policy and respective to availability and any other terms negotiated at the time of the Emergency Repair Service request.

WAY ENGINEERING SERVICE 24 HOUR PHONE NUMBER IS (800)-9-WAYENG

CONDITIONS

City of Galveston, agrees to the following conditions:

To provide access to equipment after normal working hours and that Way Engineering may be free to start and stop the equipment as necessary to perform services after previous arrangements have been made with management. To operate the equipment in accordance with our recommendations, and to keep the equipment rooms, and space around the equipment free of unnecessary storage, materials, etc., and to move any fixtures, displays or partitions which interfere with reasonable access to the equipment. To require all insurance companies furnishing fire or casualty insurance or boiler and machinery insurance on the systems or properties to waive any right of recovery for any loss by subrogation against the Company; that the Company shall not, under any circumstances, be liable for any accident, injuries to persons, or damage to property, unless such a loss or damage is caused by negligent acts, acts of omission or commission by our agents, employees, or sub-contractors; the Company shall not be liable in any event for consequential damages, obsolescence, nor delays occasioned by conditions beyond our control. It is understood that the Company will not carry fire, casualty, or boiler and machinery insurance on the systems or properties.

1/7/2025

CONTRACT TERMS

This proposal will remain in effect for a period of thirty - (30) days. After 30 days, Way Mechanical. reserves the right to amend this proposal prior to its acceptance.

Way Engineering
8610 Wallisville Rd Houston, TX 77029

Signature:
By: Jake Johnson
Title:
Date:

City of Galveston
2115 Terminal Dr

Signature:
By: Charles Kenworthy
Title:
Date:

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS SUPPORTING THE USAGE OF THE ROSENBERG LIBRARY FACILITY AS A COOLING, HEATING, AND DISASTER REGISTRATION CENTER (DRC), DURING EXTREME WEATHER CONDITIONS; APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE ROSENBERG LIBRARY ASSOCIATION REGARDING THE SAME, UPON FINAL APPROVAL OF THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, climate change has resulted in more extreme weather patterns affecting all residents of the City of Galveston; and,

WHEREAS, the City of Galveston, as a barrier island, has a community that is more vulnerable to the impacts of climate change; and,

WHEREAS, the Rosenberg Library Association (Library), is a 501(c)(3) not for profit corporation. The Rosenberg Library Association maintains a facility which can provide relief to residents during extreme weather events. The library (facility) is located at 2310 Sealy Avenue in the City of Galveston; and,

WHEREAS, the City and the Library have an interest in ensuring that adequate relief centers are available to the residents and the city of Galveston community, when extreme weather conditions are such that cooling, heating, and Disaster Registration Centers (DRC's) are needed; and,

WHEREAS, the City supports the events underway by the Library to harden their facilities to address climate change and creating redundant utilities; and its commitment for residents use for cooling, heating, and DRC activities during extreme weather conditions; and,

WHEREAS, city facilities were highly used most recently during the weather events of 2024's Hurricane Beryl, the 2023 ice storm events, plus 2021's ice storm Uri. An additional heating, cooling and DRC facility would have been of benefit to the city; and,

WHEREAS, both the City and the Library recognize that it is in the best interest of the public health and welfare of the people to have an additional cooling, heating, and DRC facility available within the city; and,

WHEREAS, the City and the Library support entering into a formal agreement to provide these services upon completion of the requisite Library improvements; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the best interest of the City and its residents to support this Resolution as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council expresses its support of the events underway by the Rosenberg Library Association to harden their facilities to address climate change and create utilities, and its commitment for residents to the use of its facility for cooling, heating, and Disaster Registration Center activities, during extreme weather conditions.

SECTION 3. The City Manager is hereby authorized to enter into and execute an agreement with the Rosenberg Library Association, upon completion of their requisite library improvements, for use as a heating, cooling and Disaster Registration Center during extreme weather conditions.

SECTION 4. The City Secretary shall send a certified copy of this Resolution to the Executive Director of the Rosenberg Library Association, Mike Miller.

SECTION 5. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Date: January 16, 2025

To: City Manager
Mayor and City Council Members

From: Tesa Wrobleski – Director, Disaster Recovery and Grants

RE: Consider for approval an agreement with the Rosenberg Library for the use of the library to provide Heating, Cooling, and Disaster Relief Center activities during and after emergency/disaster events

RE: Consider For Approval an agreement with the Rosenberg Library Association (Library) for the use of the Rosenberg library to provide heating, cooling, and Disaster Registration Center (DRC) activities; authorizing the City Manager to enter into and execute an agreement between the City of Galveston and the Library.

I. Background

A. The increase in impacts from climate change provides additional challenges to the city in providing critical services to citizens impacted by weather events.

B. Galveston city facilities were highly utilized during the weather events of 2024's Hurricane Beryl, the 2023 ice storm events, plus 2021's ice storm Uri to provide warming and cooling centers.

C. The impacts from the increase in these events warrant additional identification of available facilities that serve as heating, cooling, and Disaster relief registration.

D. The city and the library recognize that it is in the best interest of the public health and welfare of the people to have additional cooling, heating, and disaster registration centers available within the city.

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

II. Current Situation

A. The Rosenberg library is currently seeking funding from the Federal Emergency Management Agency (FEMA) to install a permanent generator to provide ongoing services to the library and to the community.

B. In the event the library is successful in obtaining funds from FEMA for an emergency generator the city and the library will enter into a subsequent agreement to outline any terms for funding for the reimbursement of the use of the facility and any other required provisions.

III. Alternatives in order of Priority

A. Approve the agreement with the Rosenberg Library Association (Library) for the use of the facility to provide heating, cooling, and Disaster Registration Center (DRC) activities; authorizing the City Manager to enter into and execute an agreement between the city and the library.

B. Do not approve the agreement with the Rosenberg Library Association (Library) for the use of the facility to provide heating, cooling, and Disaster Registration Center (DRC) activities; authorizing the City Manager to enter into and execute an agreement between the city and the library.

IV. Recommendation

A. Approve the agreement with the Rosenberg Library Association (Library) for the use of the facility to provide heating, cooling, and Disaster Registration Center (DRC) activities; authorizing the City Manager to enter into and execute an agreement between the city and the library.

V. Fiscal Impact Report

There is no cost currently to enter into this agreement. In the event the library is successful in obtaining funding for the purchase and installation of an emergency power generator to run the facility a more detailed agreement will be entered into to address any potential costs and detailed provisions for the use of the facility.

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Date: January 15, 2025

To: City Manager
Mayor and City Council Members

From: Tesa Wrobleski – Director, Disaster Recovery and Grants

Project: US DOT SMART Gant Award

Project location: City Wide Traffic GREAT system

RE: Consider For Approval the acceptance of a grant award from the US Department of Transportation (US DOT) for the Strengthening Mobility and Revolutionizing Transportation (SMART) grant program in the amount of $1,999,970.00 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

I. Background

A. The city desires to improve the traffic system to implement Phase one of the Galveston Rapid Evacuation and Transportation System (GREAT) system.

B. The cost to complete Phase one of the GREAT system is $1,999,970.00.

C. The city applied for grant funding from the US DOT SMART Grant program in July 2024 in the amount of $1,999,970.00 to implement Phase one of the GREAT system.

D. The US DOT received 308 Applications for funding nationwide for the SMART Grant Phase one program.

E. The US DOT selected 34 applications nationwide for funding for the SMART Grant.

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

II. Current Situation

A. The city is being awarded $1,999,970.00 for Phase One of the GREAT system implementation from US DOT.

B. The GREAT system will utilize Artificial Intelligence to analyze vehicular and pedestrian data to optimize traffic signal timing based on our daily and seasonal volumes.

C. The GREAT system will also employ state-of-the-art hardware to allow for emergency vehicle preemption and allow for remote monitoring and control of all signalized intersections within the city, which will act as a force multiplier during evacuation events since the intersections will no longer need to be manned by traffic and GPS staff.

D. There is no required local match for the program.

III. Alternatives in order of Priority

A. Approve the acceptance of a grant award from the US Department of Transportation (US DOT) for the Strengthening Mobility and Revolutionizing Transportation (SMART) grant program in the amount of $1,999,970.00 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

B. Do not approve acceptance of a grant award from the US Department of Transportation (US DOT) for the Strengthening Mobility and Revolutionizing Transportation (SMART) grant program in the amount of $1,999,970.00 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

IV. Recommendation

A. Approve the acceptance of a grant award from the US Department of Transportation (US DOT) for the Strengthening Mobility and Revolutionizing Transportation (SMART) grant program in the amount of $1,999,970.00 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

V. Fiscal Impact Report

Funding Source	Amount
US DOT SMART Grant Reimbursement	$1,999,970.00
Total	**$1,999,970.00**

Strengthening Mobility and Revolutionizing Transportation (SMART)

January 3, 2025
City of Galveston
823 Rosenberg
Galveston, TX 77550

City of Galveston,

On December 16th, 2024, the U.S. Department of Transportation announced $54 million in grant awards for 34 projects across 21 states. This formal award announcement for NOFO -1 Fiscal Year 24, for which you are included, can be seen on our website SMART Stage 1 2024 | US Department of Transportation

We are pleased to notify you that your project entitled *Galveston Rapid Evacuation and Transportation System (GREATS)* has been selected for funding through the Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program in the amount of $1,999,970.

This letter will serve as Award notification. Once all pre award requirements have been satisfied, and upon execution of the signed formal Assistance Agreement, your Project Period of Performance will begin.

We look forward to working with you.

Regards,

Thy Nguyen
SMART Grants Agreement Officer
SMART Grants Program
Office of the Assistant Secretary for Research & Technology
U.S. Department of Transportation
Thy.Nguyen@dot.gov
https://www.transportation.gov/grants/SMART

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY OF GALVESTON ACCEPTING THE CITY'S AWARD OF A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR FUNDING UNDER THE STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANT PROGRAM, IN THE AMOUNT OF $1,999,970.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bipartisan Infrastructure Law (BIL), authorized 54 Million Dollars in available funding for fiscal year, 2025; and,

WHEREAS, the BIL authorized grant funding for the SMART grant program to the U.S. Department of Transportation (U.S. DOT) to provide grants to eligible public sector agencies to improve transportation efficiency and safety; and,

WHEREAS, the grant program provides funding for Stage 1 activities at 100% funding, up to 2 Million dollars; and,

WHEREAS, the City of Galveston, applied for funding in July 2024, for the Galveston Rapid Evacuation and Transportation (GREAT) System, in the amount of One Million Nine Hundred Ninety-Nine Thousand, Nine Hundred Seventy Dollars ($1,999,970.00); and,

WHEREAS, the US DOT received 308 applications for funding nationwide of which 34 are being awarded for up to 2 million dollars. The US DOT selected the City of Galveston's application as one of the 34 applications for funding for FY 2025 nationwide; and,

WHEREAS there is no required local match for the US DOT SMART Grant; and,

WHEREAS, the City Council of the City of Galveston finds that it is in the public's interest to accept the award and authorize the City Manager to execute any required documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas, authorizes the City Manager to accept the USDOT SMART grant award in the amount of One Million Nine Hundred Ninety-Nine Thousand, Nine Hundred Seventy Dollars ($1,999,970.00), for the GREAT system, and to execute all required documents pertaining thereto.

SECTION 3. This Resolution shall be and become effective from and after its adoption in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Date: January 15, 2025

To: City Manager
Mayor and City Council Members

From: Tesa Wrobleski – Director, Disaster Recovery and Grants

Project: Energy Efficiency and Conservation Block Grant (EECBG) grant acceptance

Project location: Airport WWTP and Citywide Traffic System

RE: Consider For Approval the acceptance of a grant award from the US Department of Energy (USDOE) for the Energy Efficiency and Conservation Block Grant (EECBG) program $89,006.98 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

I. Background

A. The city applied for grant funding from the US DOE under the EECBG grant program in the amount of $89,006.98 to implement energy efficiency projects for the city.

B. The city currently needs to replace three HVAC rooftop package units that are at the end of their lifecycle at the Airport Wastewater Treatment Plant (WWTP).

C. The cost to replace the HVAC units at the Airport WWTP is $65,906.68.

D. The city desires to replace electric incandescent bulbs with LED lighting in 110 of the traffic cabinets citywide.

E. The cost for 220 LED lighting strips (2 each in 110 cabinets) is $23,100.00.

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

II. Current Situation

A. The city is being awarded $89,006.98 for the EECBG grant.

B. There is no required local match for the program.

III. Alternatives in order of Priority

A. Approve the acceptance of a grant award from the US Department of Energy (USDOE) for the Energy Efficiency and Conservation Block Grant (EECBG) program $89,006.98 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

B. Do not approve the acceptance of a grant award from the US Department of Energy (USDOE) for the Energy Efficiency and Conservation Block Grant (EECBG) program $89,006.98 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

IV. Recommendation

A. Approve the acceptance of a grant award from the US Department of Energy (USDOE) for the Energy Efficiency and Conservation Block Grant (EECBG) program $89,006.98 authorizing the City Manager to sign all required documents upon final approval of the City Attorney.

V. Fiscal Impact Report

Funding Source	Amount
US DOE EECBG Grant Reimbursement	$89,006.98
Total	**$89,006.98**

RESOLUTION NO. 25 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACCEPTING THE CITY'S AWARD OF A DEPARTMENT OF ENERGY (DOE) EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) VOUCHER PROGRAM IN THE AMOUNT OF $89,006.98; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the EECBG program is a grant program funded through the Bipartisan Infrastructure Law to assist states, local governments, and tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency; and,

WHEREAS, the EECBG program is administered by the US Department of Energy (DOE) and provides direct allocations to states, local governments and tribes. The EECBG program has 550 million dollars to distribute among the United States; and,

WHEREAS, the City applied to the EECBG program to purchase three (4) ton HVAC units for the Airport Waste Water Treatment Plant (WWTP) for a total of $65,906.98, and 220 LED light stripes for 110 traffic control boxes, for a total of $23,100.00; and,

WHEREAS, the US DOE has approved the city application for a total of $89,006.98 to purchase and install the HVAC units and the LED traffic stripes; and,

WHEREAS, there is no local match required for the EECBG program; and,

WHEREAS, the City Council of the City of Galveston, Texas deems it in the public interest to accept such award and authorize the City Manager to execute any required documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby authorizes the City Manager to accept the EECBG award in the amount of $89,006.98, and to execute any required documents pertaining thereto.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Date: January 10, 2025

To: City Manager
Mayor and City Council Members

From: Tesa Wrobleski – Director, Disaster Recovery and Grants

Project: EECBG Grant Purchase for 220 LED Strip lights for traffic cabinets

Project location: Citywide

RE: Consider For Approval the purchase of (220) LED Strip Lights for traffic signal cabinets for $23,100.00 from Texas Highway Products LTD and authorize the City Manager to sign all required documents upon final approval of the City Attorney.

I. Background

A. The City applied for grant funding from the US Department of Energy under the Energy Efficiency and Conservation Block Grant (EECBG) in the amount of $23,100 to install (220) LED strips in 110 traffic cabinets citywide in August of 2024.

II. Current Situation

A. The city was awarded $23,100.00 from the EECBG Program in December 2024.

B. The EECBG Voucher program is a reimbursable program.

C. There is no required local match for the program.

D. The city received a quote from Texas Highway Products. LTD to purchase 220 LED Strip lights for $23,100.00.

Tesa Wrobleski, Director Disaster Recovery and Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

E. Texas Highway Products LTD is a member of the Buy Board purchasing cooperative and provides services under Buy Board Contract #703-23.

III. Alternatives in order of Priority

A. Approve the purchase of 220 LED Strip Lights for traffic signal cabinets for $23,100.00 from Texas Highway Products LTD and authorize the City Manager to sign all required documents upon final approval of the City Attorney.

B. Do not approve the purchase of 220 LED Strip Lights for traffic signal cabinets for $23,100.00 from Texas Highway Products LTD and authorize the City Manager to sign all required documents upon final approval of the City Attorney.

IV. Recommendation

A. Approve the purchase of 220 LED Strip Lights for traffic signal cabinets for $23,100.00 from Texas Highway Products LTD and authorize the City Manager to sign all required documents upon final approval of the City Attorney.

V. Fiscal Impact Report

Funding Source	Amount
DOE EECBG Reimbursement	$23,100.00
Total	**$23,100.00**

Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2413855

DATE: 01/10/2025

ACCOUNT:
Galveston, City of
Galveston, TX

PREPARED FOR:
Galveston, City of
Michael (Mike) Perkins

PREPARED BY:
Xavier Martinez
Email: tmorehead@trafficsignals.com
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING & TRACKING INFO	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
Cabinet Lighting Retrofit - LED STRIPs	Best Way	FOB Shipping Pt		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	**THP Auxilary Item 100 - buy board**	**Universal Auxiliary Item necessary for completing projects 100**	**231**	**$100.00**	**$23,100.00**
2	THP-LED STRIP	Cab Inner LED strip	220		
				Subtotal	$23,100.00
				Tax	$0.00
				ORDER TOTAL	**$23,100.00**

Note: BUYBOARD PROPOSAL NO. 703-23, HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS: Product Cabinet LED Strips Qty: 220

ALL QUOTES ARE VALID FOR **30** DAYS.

PLEASE SEND PO'S TO: MCAMP@TRAFFICSIGNALS.COM AND THPACCOUNTING@TRAFFICSIGNALS.COM

SHIPPING/FREIGHT CHARGES WILL BE APPLIED ON SALES INVOICE UPON SHIPMENT OF ORDER.

THP ON-SITE ASSISTANCE IS AVAILABLE FOR ADDITIONAL FEES.
SUPPORT ITEMS ARE AVAILABLE ON BUYBOARD & SMARTBUY

Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2413855

DATE: 01/10/2025

ACCOUNT:
Galveston, City of
Galveston, TX

PREPARED FOR:
Galveston, City of
Michael (Mike) Perkins

PREPARED BY:
Xavier Martinez
Email: tmorehead@trafficsignals.com
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING & TRACKING INFO	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
Cabinet Lighting Retrofit - LED STRIPs	Best Way	FOB Shipping Pt		Net 30

PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN **30 DAYS**.
PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

A CREDIT CARD FEE OF 4% IS ADDED TO CREDIT CARD PAYMENTS.

THANK YOU FOR YOUR BUSINESS!

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797 - 3664 | www.galvestontx.gov

Date: January 23, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Island Wide **Project:** Lift Station # 6, 8 & 26 Repairs

Request:

Consider for approval a professional services contract with Lockwood Andrews & Newnam, Inc. (LAN) to complete construction phase services for the Galveston Lift Station # 6, 8 & 26 Repair project in an amount of $151,146.00; Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action:

A. City Council approved the design phase of the Lift Station Pump and Electrical Upgrades #6, #8 & #26 in November 2019.
B. City Council approved a construction contract with McDonald Municipal & Industrial Inc. for the construction of the Lift Station Pump and Electrical Upgrades #6, #8 & #26 in October 2024.

Current Situation:

A. The city issued a construction contract to McDonald Municipal & Industrial Inc. in October 2024 for the construction work associated with the plans developed by LAN.
B. LAN's original contract did not address the engineering firm providing construction phase services including limited project management, shop drawing and RFI reviews, review of contractor pay estimates, change order document and other items that may arise through the normal course of action of commencing a civil works construction project.
C. Staff has worked with LAN to develop a scope and fee to provide these services throughout the duration of construction for this project.

Fiscal Impact Report:

Funding Source		Amount
2022 Wastewater CO Bonds		$151,146.00
	Total:	$151,146.00

Staff Recommendation:

Staff recommends approving a contract with LAN to provide construction phase services for the Lift Station Pump and Electrical Upgrades #6, #8 & #26 in the amount of $151,146.00.

Respectfully Submitted,

Robert Winiecke, P.E., CFM
Director of Infrastructure and Engineering

01.23.2025
Date

Attachments:
Contract No. COG-CON-25-297

City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

1/2/2025

Lockwood, Andrews & Newnam, Inc.
3700 West Sam Houston Pkwy S., Suite 400
Houston, Texas, 77042
SAGilbreath@lan-inc.com

RE: IDIQ Engineering Services

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 1/23/2025. This is a multi vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least $1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-25-297; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD
Purchasing Manager
Finance Department - Purchasing

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the "Agreement") is made and entered into this 23rd day of January, 2025, by and between:

The Owner: **City of Galveston ("CITY" or "Owner")**
823 Rosenberg Street
Galveston, Texas 77550

and

The Service Provider: **Lockwood, Andrews & Newnam, Inc. ("Service Provider")**
3700 West Sam Houston Pkwy. S.,
Suite 400
Houston, Texas 77042

for

The Project: RFQ 22-03 IDIQ Engineering Services – Construction Phase Services Lift Stations 6, 8 and 26 Improvements

The Owner and the Service Provider agree as follows:

1. SERVICE PROVIDER SERVICES

The Service Provider agrees to perform the services specifically described in Exhibit 1 and any applicable exhibits attached herein, and all other professional services reasonably inferable from Exhibit 1 and any applicable exhibits attached herein and necessary for complete performance of the Service Provider's obligations under this Agreement. To the extent of any conflict between the terms in Exhibit 1 and any applicable exhibits attached herein and this Agreement, the terms of this Agreement shall prevail.

2. TERM:

Agreement shall be effective upon execution by the Owner for three (3) years, unless sooner terminated under the terms set forth herein.

3. COMPENSATION

The Service Provider compensation for professional services shall be as described in Exhibit 2.

The City shall not be responsible for payment to the Service Provider for any additional services or expenses, except upon an agreement for additional services.

Prior to commencing any additional service, the Service Provider shall prepare an additional proposal detailing the scope of the additional services and the proposed fee for those services. The Service Provider shall proceed to perform additional services only after written acceptance of the additional service and fee by Owner.

Each additional service accepted by Owner and performed by the Service Provider shall become part of this agreement and shall be subject to all the terms and conditions of this agreement.

4. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider agrees and acknowledges that Owner is entering into this Agreement in reliance on the Service Provider's represented professional abilities with respect to performing professional services, duties, and obligations under this Agreement.
The Service Provider shall perform its Services:

(1) Standard of Care - with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
(2) Expeditiously in accordance with the usual and customary professional standards of care, skill and diligence consistent with good engineering practices for firms in Texas that provide professional design services for projects that are similar in size, and scope, to the Project, and
(3) in compliance with all applicable federal, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

The Service Provider agrees and acknowledges that there are no obligations, commitments, or impediments of any kind known to the Service Provider that will limit or prevent performance by the Service provider of its services. Also, the Service Provider shall not engage in any activity that would reasonably appear to compromise the Service Provider's professional standard of care.

The Service Provider hereby agrees to correct, at its own cost, any of its services, and the services of its consultants, that do not meet the standard of care.

The Service Provider shall at all times provide sufficient personnel to accomplish all services in a timely manner. The Service Provider shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of the Service Provider's obligations under this Agreement.

The Service Provider shall designate a representative primarily responsible for Services under this Agreement. The designated representative shall act on behalf of the Service Provider with respect to all phases of the Service Provider's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

Services shall be accurate and free from material errors or omissions. The Service Provider shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Service Provider without any additional cost or expense to Owner.

The Service Provider shall furnish all the respective executed Appendices as required in Exhibit 4.

5. THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Service Provider with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Service Provider and as reasonably necessary for the completion of services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required. The Service Provider shall provide prompt written notice to the Owner if the Service Provider becomes aware of any error, omission or inconsistency in the information provided.

Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Service Provider by the Owner and its agencies. The Owner and its agencies will cooperate with the Service Provider in every way possible to facilitate the performance of the work described in the Agreement.

The Owner will review the Service Provider's drawings, specifications and other documents of service produced by the Service Provider (collectively the "Design Documents") in the performance of its obligations under this agreement as required. Owner will notify the Service Provider of any design fault or defect in services or Design Documents of which Owner becomes aware.

The Owner designates Robert Winiecke as its representative authorized to act in the Owner's behalf with respect to the Project. The Service Provider designates Stephen Gilbreath, as its representative authorized to act in the Service Provider's behalf with respect to the Project. Any change or addition of representative of either party shall be provided to the other in writing.

6. INDEPENDENT CONTRACTOR

The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

7. PAYMENTS TO SERVICE PROVIDER

The Service Provider shall present monthly Applications for Payment to the Owner detailing the Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Service Provider shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify the Service Provider whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Service Provider for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due to the Service Provider such sums as are necessary to protect Owner against any loss or damage which may result from negligence by the Service Provider or failure of the Service Provider to perform its obligations under this Agreement.

8. DIRECT SALARY EXPENSE

Direct Salary Expense ("DSE") is defined as the actual salaries of the Service Provider's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Services, Service Provider shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage.

9. ACCOUNTING RECORDS

Records of the Service Provider's costs, reimbursable expenses pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs the Service Provider in writing. The Service Provider's records shall be kept in generally accepted accounting principles.

10. OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by the Service Provider as instruments of service are and shall remain the property of the Owner whether the Project for which they are created is executed or not. The Service Provider shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Project.

The Owner shall have an irrevocable, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Service Provider.

Except for such license(s) granted herein, no other license or right shall be deemed granted or implied under this agreement.
In the event the Owner uses the instruments of service without the participation of the Service Provider, the Owner releases the Service Provider from all claims and causes of action arising from such uses. Any unauthorized use of the instruments of service shall be at the Owner's sole risk.

11. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

12. DISPUTE RESOLUTION

Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the Owner's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part. Owner and Service Provider agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

13. TERMINATION FOR CAUSE

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Service Provider under this Agreement shall, at the option of the Owner, become property of the Owner and the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Service Provider, and the Owner may withhold any payments to the Service Provider for the purpose of set-off until such time as the exact amount of damages due the Owner from the Service Provider is determined.

14. TERMINATION FOR CONVENIENCE

The Owner may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Service Provider. In the event of termination not the fault of the Service Provider, the Service Provider shall be entitled to compensation for all services satisfactorily performed to the termination date provided the Service Provider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Service Provider prior to termination. If this Agreement is terminated due to the fault of the Service Provider, paragraphs relative thereto shall apply.

15. INSURANCE

15.01 **Insurance Coverage.** The Service Provider, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of B+ or better, and in

amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Service Provider.

a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:

$1,000,000 each claim/$2,000,000 aggregate for projects with total project cost less than $50,000,000;

$2,000,000 each claim/$2,000,000 aggregate for projects with total project costs between $50,000,000 and $100,000,000;

$5,000,000 each claim/$5,000,000 aggregate for projects with total project cost greater than $100,000,000.

For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than $1,000,000 each claim/$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of the Service Provider. Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this Agreement. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is allowed to lapse or the retroactive date on the policy is advanced, then Service Provider or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

b) Commercial General Liability $1,000,000 each occurrence
$2,000,000 aggregate

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Agreement.

c) On Site Insurance: If any services are performed on Owner's premises, the Service Provider will carry and will cause its consultants also to carry the following additional insurance. The Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$100,000 each employee
Bodily Injury by Disease	$100,000 policy limit
Business Auto Liability	
Single Limit	$1,000,000 each occurrence

*** If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial Liability Policy.

15.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Service Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The City of Galveston, as Additional Insured for activities arising out of this Agreement on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The City of Galveston. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

15.01.02 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

15.01.03 Service Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

15.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following Owner contact.

City of Galveston
ATTN: Purchasing Contract Administrator
823 Rosenberg Street
Galveston, Texas 77550
Email: Purchasing@Galvestontx.gov

Service Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to Owner upon request.

15.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to the Service Provider by Owner;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by Owner in writing.

Professional Liability insurance (errors and omissions) shall be maintained in accordance with Section 13.01 a).

15.01.06 If Owner is damaged by failure of Service Provider (or consultant) to maintain insurance as required herein, then Service Provider shall bear all reasonable costs properly attributable to that failure.

16. INDEMNITY

FOR CONSIDERATION RECEIVED, The Service Provider shall, to the extent allowable, indemnify, save and hold OWNER of Galveston harmless, including OWNER's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of the Service Provider or those acting under The Service Provider's supervision or control. The Service Provider shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of OWNER. Service Provider shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless OWNER and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

17. ASSIGNABILITY

Service Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

18. VENUE, GOVERNING LAW

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

19. WAIVER

A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

20. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

21. PROPRIETARY INTERESTS

All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by the Service Provider in the performance of services for Owner, which is not generally known to the public, shall be confidential and Service Provider shall not disclose any such confidential information, unless required by law. The Service Provider shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

22. MODIFICATION

No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

23. FORCE MAJEURE

No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, Pandemic, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

24. REPORTS AND INFORMATION

The Service Provider, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

25. NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, facsimile or electronic delivery, or by private delivery service and shall be addressed as follows or to such different addresses as the Parties may from time to time designate by giving written notice to the other party of such change:

If to the City:
City of Galveston
Attn: City Manager and City Attorney
823 Rosenberg,
Galveston, TX 77550
Telephone 409-797-3520

If to Service Provider:
Lockwood, Andrews & Newnam, Inc.
Attn: Stephen Gilbreath
3700 W. Sam Houston Pkwy. S., Suite 400
Houston, Texas 77042
Telephone: 713-821-0420

Email: Citymanager@galvestontx.gov Email: SAGilbreath@lan-inc.com

Notices shall be deemed effective upon receipt.

26. CYBERSECURITY PLAN

The Vendor shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract. The Vendor Cybersecurity Plan shall comply with applicable laws.

27. EXHIBITS

All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Services
Exhibit 2 – Project Fee
Exhibit 3 – Direct Salary Expense (DSE Rate)
Exhibit 4 - Appendices

28. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between the Service Provider and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**Lockwood, Andrews & Newnam, Inc.**
By: _____	By: _____
City Manager	**Company Representative**

ATTEST:

_____

City Secretary

APPROVED AS TO FORM

_____

City Attorney

EXHIBIT 1

SCOPE OF SERVICES

This scope of work outlines the professional engineering tasks to be performed by **Service Provider** associated with the construction phase services, necessary to facilitate construction of improvements to the **City's** existing Lift Station #6 (LS#6), Lift Station #8 (LS#8) and Lift Station #26 (LS#26).

Task 1.0 – Construction Phase Services:

Service Provider's construction phase services shall include the following activities and is based on the assumptions as stated, where applicable:

A. Task 1.1: Issued for Construction Documents
Prepare conformed "Issued for Construction" documents that incorporate all addenda and executed contract documents and submit to successful general contractor to facilitate project construction (provide four full-size set of construction drawings and four specification books and one electronic copy of each). NOTE: The City will provide a copy of all City signed sheets/pages for incorporation into the conformed set.

B. Task 1.2: Pre-construction Meeting
Participate in one pre-construction meeting with City and the general contractor.

C. Task 1.3: Submittals
Review general contractor submittals delivered to Service Provider for compliance and conformance with the contract documents (assume review of a maximum of 30 submittals, including re-submittal documents). Post formal written review responses in PDF format via designated project on-line site. Maintain submittal log, including current record of the submittals delivered and the status of the review of those submittals.

D. Task 1.4: Requests for Information (RFI)
Review general contractor requests for information (RFI) (assume review of a maximum of 30 RFIs). Examine and evaluate the RFI issue(s) and prepare a response that provides contract document interpretation. Inform City of RFI, the Service Provider's response and recommended general contractor action, if applicable. Post formal RFI responses in PDF format via designated project on-line site. Maintain RFI log, including current record of the RFIs received and the status of the response to those RFI.

E. Task 1.5: Change Order Requests
Review general contractor change order requests (assume review of a maximum of 3 change orders). Examine and evaluate the proposed change order item(s) and costs and prepare a response that provides contract document interpretation and comments on the cost items. Inform City of change order request, Service Provider's proposed response, including recommended change order acceptance or rejection (assumes City is responsible for formally processing all accepted change orders except any design revisions that will be performed by the Service Provider). Post formal change order responses in PDF format via designated

project on-line site. Maintain change order log, including current record of the change orders received, their status and cost of all accepted change orders.

F. Task 1.6: Contractor Payment Applications

Review monthly general contractor payment applications following review by City's designated onsite representative responsible for day-to-day construction observation (assume review of a maximum of 24 applications for payment). Provide comments, if applicable, and/or recommendation of payment by City for items completed (assume City will be responsible for formally processing all approved applications for payment). Maintain record of payments made to date, retainage amount, number and value of any change orders, any changes in the contract duration.

G. Task 1.7:Construction Progress Meetings

Attend construction progress meetings every two weeks; prepare agenda and meeting minutes for these meetings (assume 24-month construction period and a maximum of 52 construction progress meetings with a maximum of one Service Provider representative attending in person and up to two attending via Zoom, when necessary). Assumed that half the meetings will be via Teams or Zoom and half will be in person.

H. Task 1.8: Startup

Assist City plant operations staff and contractor in startup of the lift station facilities (assumes attendance by two Service Provider representatives during initial start-up).

I. Task 1.9: Substantial Completion Walk-through

Attend substantial completion walk-through with City and general contractor (assumes attendance by maximum of two Service Provider representatives).

J. Task 1.10: Substantial Completion Punchlist

Prepare comprehensive action items punch list based on issues identified during the substantial completion walk-through to be completed by the general contractor. Distribute PDF punch list to City, City's designated onsite representative and general contractor.

K. Task 4.11: Final Completion Walk-through

Attend final completion walk-through and verify all punch list items have been addressed by construction contractor (assumes attendance by maximum of two Service Provider representatives).

L. Task 1.12: Final Payment Concurrence

Confirm all items required by the contract as a condition of final payment issuance, including operation and maintenance manuals and as-built drawing markups, have been provided by general contractor. Recommend final payment processing by City.

M. Task 1.13: Record Construction Drawings

Prepare and submit record construction drawings to City using electronic redline drawings provided by the general contractor at the project completion. All required surveying to be performed by City or contractor. Provide one full-size drawing set and one electronic (PDF) file.

N. Task 1.14: TCEQ Completion Notification

Prepare and submit project "Completion Notification" to TCEQ in accordance with prevailing Chapter 217 criteria (§217.13).

Task 2.0 – Project Management Services:

Service Provider's project management efforts shall include the following activities and is based on the assumptions as stated, where applicable:

A. Task 2.1: Monthly Project Status Reports

Provide City with monthly project status reports, included with Service Provider invoices.

B. Task 2.2: Project Meetings

Attend two additional unidentified project meetings with City, develop meeting agendas, attend, and guide meeting discussions, prepare meeting summaries, and distribute electronic (PDF) summaries to all parties in attendance.

C. Task 2.3: Quality Assurance

Verify a quality control review has been completed for delivered documents. Confirm all City comments and/or requested action items have been addressed.

EXHIBIT 2

PROJECT FEE

Basic Services Design Total	**$ 143,646**
Basic Services Expenses Total	**$ 7,500**
BASIC SERVICE TOTAL (Lump Sum)	**$ 151,146**

REIMBURSABLE EXPENSES

Service Provider shall seek City reimbursement for the project-related expenses outlined herein.

- Mileage
- Reproduction
- Shipping

EXHIBIT 3

Direct Salary Expense Rate Sheet
November 2024

Title	Rate Range
Principal	$375 – $425
Senior Project Manager	$300 - $350
Project Manager	$250 - $300
Senior Engineer (Process)	$325 - $375
Project Engineer (Process)	$180 - $250
Graduate EIT (Process)	$130 - $180
Senior Engineer (Structural)	$325 - $375
Staff Engineer (Structural)	$180 - $250
Graduate EIT (Structural)	$130 - $180
Senior Engineer (Electrical)	$325 - $375
Staff Engineer (Electrical)	$180 - $250
Graduate EIT (Electrical)	$130 - $180
Process Designer / Drafter	$125 - $175
FAC Designer / Drafter	$125 - $200
MEP Designer / Drafter	$125 - $175
Project Administration	$150 - $200
Administrative Assistant	$100 - $150

EXHIBIT 4

APPENDICES

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

✔ **Appendix A must be included in the submittal.**

✔ **Appendix B – G all forms must be complete and included in the submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 13, 19, 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFQ Number:	**22-03**		
Project Title:	**IDIQ Engineering Services**		
Submittal Deadline:	**11:00 A.M ; June 22, 2022**		
Proposer Information:			
Proposer's Legal Name:	Lockwood, Andrews & Newnam, Inc.		
Address:	2925 Briarpark Drive, Suite 400		
City, State & Zip	Houston, Texas 77042		
Federal Employers Identification Number #	74-1381591		
Phone Number:	713.821.0420	**Fax Number:**	713.266.2089
E-Mail Address:	SAGilbreath@lan-inc.com		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Stephen Gilbreath - Vice President

Signature of Authorized Representative: Stephen A. Gilbreath

Signed this 22 (day) of June (month), 2022 (year)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

Lockwood, Andrews & Newnam, Inc.

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Stephen A. Gilbreath

Signature of person doing business with the governmental entity

06/22/22

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 OF THE PROPOSAL.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Stephen Gilbreath (Person name), the undersigned representative of (Company or

Business Name) Lockwood, Andrews & Newnam, Inc. (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

06/22/22
DATE

Stephen A. Gilbreath
SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

___✔___ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

Lockwood, Andrews & Newnam, Inc.
Proposer's Printed or Typed Name

Stephen A. Silkwood
Proposer's Signature

06/22/22
Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

__✔__ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: Stephen Gilbreath - Vice President

Employee and title of City Official or Employee: N/A

Relationship: N/A

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER Lockwood, Andrews & Newnam, Inc.

ADDRESS 2925 Briarpark Drive, Suite 400, Houston, Texas 77042

PHONE 713.821.0420

FAX 713.266.2089

PROPOSER (SIGNATURE) Stephen A. Gilbreath

PROPOSER (PRINTED NAME)
Lockwood, Andrews & Newnam, Inc.

POSITION WITH COMPANY
Vice President, Business Group Director

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL Stephen A. Gilbreath

COMPANY OFFICIAL (PRINTED NAME) Stephen Gilbreath

OFFICIAL POSITION Vice President, Business Group Director

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 OF THE PROPOSAL.

Appendix G – Document 00435
The City of Galveston, Texas

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Stephen Gilbreath
(Printed or typed Name of Signatory)

Stephen A. Gilbreath
(Signature)

06/22/22
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 OF THE PROPOSAL.

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

4. **FEDERAL CHANGES:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* **The City's overall goal through 2022 is .7% of all**

procurements. The City's DBE Policy is located on the City's Website here: https://www.galvestontx.gov/228/Disadvantaged-Business-Enterprise-Progra

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

- **Names and addresses of DBE firms that will participate in this contract;**
- **Description of the work each DBE will perform;**
- **Dollar amount of the participation of each DBE firm participating;**
- **Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;**
- **Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and**
- **If the contract goal is not met, evidence of good faith efforts to do so.**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

7. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but

not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **BUY AMERICA REQUIREMENTS:** Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15- passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

   A proposer or offeror must submit to the Owner the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Offeror, by signing this document, certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5. The City may require additional certification forms with an executed agreement.

9. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – FTA Circular 4220.1E:**

   The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

10. **BREACHES AND DISPUTE RESOLUTION 49 CFR PART 18, FTA CIRCULAR 4220.1E:**

    Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

    Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

    Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be

made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract 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.
2. **Violation; liability for unpaid wages; liquidated damages -** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 (1) 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 (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** – The Owner 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 the contractor or 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 (2) of this section.
4. **Subcontracts** - Contractor or 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. The prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

12. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above 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 agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

13. **CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

    Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

14. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

    (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

        (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

        (ii) Meeting contract performance requirements; or

        (iii) At a reasonable price.

    (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

16. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. **ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq., 49 CFR PART 18:** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

18. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification

(if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and

wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, Stephen Gilbreath (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.

Stephen A. Gilbreath — 06/22/22

Signature of Authorized Company Representative — Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE QUALIFICATIONS PACKAGE AS MENTIONED IN SECTION 7 OF THE RFQ.

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

Date January 23, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Pirates Beach WWTP (13614 Moyenne Place)

Project: Pirates Beach WWTP & Lift Station #35 Reconstruction Project

Request: **Consider approval of amending the funding source to the contract with Industrial TX Corp. for the Pirates Beach Wastewater Treatment Plant and Lift Station #35 Reconstruction Project, Item 11I approved by City Council on August 24, 2023, in the amount of $22,797,120.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

Prior Council Action

A. City Council awarded the design services to Lockwood, Andrews & Newnam, Inc. (LAN, Consultant) on February 25, 2016, in the amount of $665,810.00.
B. City Council approved Amendment #1 to the design services contract with LAN on March 24, 2020, in the amount of $237,770.00.
C. City Council awarded the construction contract to Industrial TX Corp on August 24, 2023, in the amount of $22,797,120.00.

Background & Current Situation

A. As part of the Fiscal Year 2023 City of Galveston Budget, $23 Million was allocated under the Capital Improvement Program (CIP Project #s S1601 & S1607).
B. City Council approved the following funding sources on August 24, 2023, for the Pirates Beach WWTP and LS #35 project:

Source	Amount
2019 CO's Sewer	$ 577,120.00
2022 CO's Sewer	$ 14,500,000.00
American Rescue Plan	$ 8,500,000.00
	$ 23,577,120.00

C. The funding sources will be re-allocated to increase the American Rescue Plan fund and decrease the 2022 CO's Sewer fund, with the total project amount remaining unchanged.
D. This re-allocation will meet the requirement to have all remaining American Rescue Plan funds obligated as of December 31, 2024.

Fiscal Impact Report

Source	Amount
2019 CO's Sewer	$ 577,120.00
2022 CO's Sewer	$ 13,209,463.49
American Rescue Plan	$ 9,790,536.51
	$ 23,577,120.00

Alternatives

A. Approve the re-allocation of funds to the Pirates Beach WWTP and LS #35 project.
B. Do not approve the re-allocation of funds.

Staff Recommendation

Approve the re-allocation of funds to the Pirates Beach WWTP and LS #35 project to meet the requirement for the American Rescue Plan.

Respectfully Submitted,

Robert L. Winiecke
Director of Infrastructure & Engineering

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date January 23, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: N/A

Project: South Shore Pump Station Drainage Project Construction Phase

Request: **Consider for approval authorizing Phase 2 of the existing professional services contract with Stantec Consulting Services (Stantec) to complete the construction phase engineering services for the South Shore Pump Station in an amount of $891,850.00; Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

Prior Council Action

A. At the October 24, 2020 Regular City Council Meeting, Council approved the submittal of the CDBG-MIT grant application to the Texas General Land Office (GLO) for drainage improvements for the South Shore Street drainage area.
B. At the December 9, 2021 Regular City Council Meeting, Council approved the recommendation to pre-qualify the Stantec Team and to begin negotiations for preparing the design of the South Shore Pump Station Project.
C. At the May 26, 2022 Regular City Council Meeting, Council approved a professional services contract with Stantec, Inc. to conduct the engineering design phase of the South Shore Pump Station Drainage Project.

Background

A. In May 2022, the professional services contract taken to City Council for approval included a Scope of Services that covered both the design and construction phases of this project.
B. At the time of approval, staff requested authorization to proceed with Phase 1 Services (Design) only and chose to come back to City Council at a future date to authorize Phase 2 Services (Construction).

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

C. The construction project for the South Shore Pump Station was advertised for bids as IFB 24-10 on August 6, 2024.
D. Bids were scheduled to be due on September 24, 2024.
E. A single bid was received for this construction project on September 24, 2024, and was deemed responsive.
F. Staff presented the bids to City Council for approval of a contract with MC2 Civil, LLC at the December 12, 2024 Regular City Council Meeting.
G. City Council approved awarding a contract to MC2 Civil, LLC at the December 2024 Regular Council Meeting.
H. With the project moving forward, staff feels that it is time to authorize the Phase 2 Services (Construction) with Stantec to provide construction phase services including limited project management, shop drawing and RFI reviews, review of Contractor pay estimated, change order documents and other items that may arise through the normal course of action of commencing a civil works constriction project.
I. Fulfillment of these services will be essential to ensure a seamless progression of this project as it shifts from the design phase to the construction phase.

Fiscal Impact Report

Source	Amount
2019 GOs, 2019 & 2022 Water & Wastewater CO's, 2024 IDC COs	$ 891,850.00

Alternatives

1. Approve this request and authorize Staff to begin the construction phase of the City's South Shore Pump Station Drainage Project with Stantec.
2. Instruct Staff to seek out another firm to conduct the construction phase services for the City's South Shore Pump Station Drainage Project. This may cause the City to fall behind on the grant funding requirements established by the GLO and result in future demerits being assessed towards future application scores for projects the City may submit.

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Staff Recommendation

Staff recommends authorizing the Phase 2 Services included in the existing professional services contract with Stantec for assisting the City with the construction administration of the South Shore Pump Station Drainage Project.

Respectfully Submitted,

Robert L. Winiecke
Director of Infrastructure & Engineering

Attachments
Contract

DocuSign Envelope ID: 8562B479-C9F4-421C-B14E-F12518788663

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date October 27, 2022

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: N/A

Project: South Shore Pump Station Drainage Project Design Phase

Request: **Consider for approval Amendment Number 1 to Contract # COG-CON-22-882 clarifying the "Term" of the Agreement for professional services with Stantec Consulting Services (Stantec); Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

Prior Council Action

A. At the October 24, 2020 Regular City Council Meeting, Council approved the submittal of the CDBG-MIT grant application to the Texas General Land Office (GLO) for drainage improvements for the South Shore Street drainage area.
B. At the December 9, 2021 Regular City Council Meeting, Council approved the recommendation to pre-qualify the Stantec Team and to begin negotiations for preparing the design of the South Shore Pump Station Project.
C. At the May 27, 2022 Regular City Council Meeting, Council approved Contract # COG-CON-22-882 for professional services with Stantec to complete the engineering design phase of the South Shore Pump Station Project.

Background

A. The South Shore Pump Station Project is being funded through a Grant Agreement between the City of Galveston (City) and the Texas General Land Office (GLO).
B. The Grant Agreement (GLO Agreement) between the City and the GLO is separate from this Contract but establishes contractual obligations on the City to perform all services for this project in a manner that follows the GLO Agreement accordingly.
C. The City has a separate contract with a third-party vendor, Plexos Group, to conduct grant administration efforts and ensure overall compliance with the GLO Agreement.
D. Following the execution of the Contract with Stantec in May 2022, staff requested that Plexos Group begin reviewing all project documents for compliance with the requirements of the GLO Agreement.

COUNCIL APPROVED
DATE 10/27/2022
SIG.

DocuSign Envelope ID: 8562B479-C9F4-421C-B14E-F12518788663

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

E. The original term section of Contract # COG-GON-22-882 read as follows: "*Term: Agreement shall be effective upon execution by Owner until work has been completed to the satisfaction of the Owner unless sooner terminated under the terms set forth herein.*"
F. Upon review of the project documents, Plexos Group identified the "Term" section of Contract # COG-CON-22-882 to be out of compliance with the requirements of "Article III – Duration, Extension, and Termination of Contract" of the GLO Agreement.
G. The proposed Contract language: "*2.0 Term: Contract shall be effective for three (3) years upon execution by the City of Galveston. It is agreed that City will have the option to extend the contract for up to two (2) one (1) year terms. To exercise this option, the City shall serve notice30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance in not within the industry standard.*" is believed to follow the requirements of the GLO Agreement
H. Stantec has reviewed the proposed Contract language and agrees to the clarification of the "Term" as written and included as an attachment to this staff report.

Fiscal Impact Report

The proposed clarification is not anticipated to have any Fiscal Impact to the existing project budget.

Alternatives

1. Approve Amendment Number 1 to Contract # COG-CON-22-882 clarifying the "Term" of the Agreement.
2. Do not approve Amendment Number 1 to Contract # COG-CON-22-882. This may cause the City to be deemed out of compliance with the GLO Agreement.

Staff Recommendation

Staff recommends approving Amendment Number 1 to Contract # COG-CON-22-882 clarifying the "Term" of the Agreement with Stantec for design of the South Shore Pump Station Project.

Respectfully Submitted,

Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Amendment Number 1 to Contract # COG-CON-22-882

DocuSign Envelope ID: 8562B479-C9F4-421C-B14E-F12518788663

Stantec Consulting Services Inc,
South Shore Drainage Project

Amendment Number 1 to Contract # COG-CON-22-882

RFQ 21-02 South Shore Drainage Project

THIS AMENDMENT is by and between the City of Galveston, a municipality incorporated under the laws of the State of Texas, Galveston Texas, and Stantec Consulting Services Inc, a Texas company, located at 910 Louisiana St., Suite 2600, Houston, TX, 77002. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WHEREAS, the City and Stantec Consulting Services Inc entered into an Agreement, Contract #COG-CON-22-882 effective May 27, 2022 for professional services related to RFQ 21-02 South Shore Drainage Project.

WHEREAS, the City and Stantec Consulting Services Inc, agree to make the following amendment clarifying the ***Term*** of the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to make this First Amendment to the Agreement, as follows:

2. TERM: is hereby amended and restated as follows: Contract shall be effective for three (3) years upon execution by the City of Galveston. It is agreed that City will have the option to extend the contract for up to two (2) one (1) year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

Authority of Signatory. The party signing this Agreement represents to the City that they have been duly authorized by all necessary corporate, partnership, or trust proceedings to act on behalf of Stantec Consulting Services.

By execution of this Amendment, Company acknowledges receipt of a copy of this Amendment Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate on 3rd day of November 2022.

[SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: 8562B479-C9F4-421C-B14E-F12518788663

CITY OF GALVESTON, TEXAS

DocuSigned by:
By: Daniel J. Buckley; For
88F9068399D042A...
Brian Maxwell, City Manager

STANTEC CONSULTING SERVICES INC.

By:
Dan Grandal

ATTEST:

DocuSigned by:
Janelle Williams
F12776E17F29488...
Janelle Williams, City Secretary

DS

APPROVED AS TO FORM:

DocuSigned by:
Meliran Jadidi
6A59EBFC33E64A0...
Office of the City Attorney

BY EXECUTION OF THIS AMENDMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF ~~TEXAS~~ LOUISIANA §
ORLEANS COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared DAN GRANDAL of **Stantec Consulting Services Inc**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of OCTOBER 2022.

Sarah Campbell
Notary Public #136225
State of Louisiana
Lifetime Commission

Notary Public in and for
The State of ~~Texas~~ LOUISIANA

DocuSign

Certificate Of Completion

Envelope Id: 8562B479C9F4421CB14EF12518788663
Status: Completed
Subject: Complete with DocuSign: 11LL - Stantec Consulting Services.pdf
Source Envelope:
Document Pages: 4
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Janelle Williams
823 Rosenberg
Galveston, TX 77550
CitySec@galvestontx.gov
IP Address: 50.205.209.26

Record Tracking

Status: Original
11-01-2022 | 14:34
Holder: Janelle Williams
CitySec@galvestontx.gov
Location: DocuSign

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Pool: StateLocal

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Pool: City of Galveston
Location: DocuSign

Signer Events	Signature	Timestamp
Mehran Jadidi Legal@galvestontx.gov City Attorney Security Level: Email, Account Authentication (None)	DocuSigned by: Mehran Jadidi 6A59EBFC33E64A0... Signature Adoption: Pre-selected Style Using IP Address: 50.205.209.26	Sent: 11-01-2022 | 14:36 Resent: 11-03-2022 | 10:30 Viewed: 11-03-2022 | 10:40 Signed: 11-03-2022 | 10:41
Electronic Record and Signature Disclosure: Accepted: 11-03-2022 | 10:40 ID: 94b1694f-e294-4780-9893-910f3a7f1f23		
Daniel J. Buckley; For CityManager@galvestontx.gov Deputy City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel J. Buckley; For 88F9068399D042A... Signature Adoption: Pre-selected Style Using IP Address: 50.205.209.26	Sent: 11-03-2022 | 10:41 Viewed: 11-03-2022 | 11:14 Signed: 11-03-2022 | 11:14
Electronic Record and Signature Disclosure: Accepted: 11-03-2022 | 11:14 ID: 290bc343-69c6-44da-9322-625c80cc128e		
Janelle Williams citysec@galvestontx.gov City Secretary City of Galveston Security Level: Email, Account Authentication (None)	DocuSigned by: Janelle Williams F12776E17F29488... Signature Adoption: Pre-selected Style Using IP Address: 50.205.209.26	Sent: 11-03-2022 | 11:14 Viewed: 11-03-2022 | 11:17 Signed: 11-03-2022 | 11:18
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11-01-2022 | 14:36
Certified Delivered	Security Checked	11-03-2022 | 11:17
Signing Complete	Security Checked	11-03-2022 | 11:18
Completed	Security Checked	11-03-2022 | 11:18

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Galveston - City Secretary Office (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Galveston - City Secretary Office:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: CitySec@galvestontx.gov

To advise City of Galveston - City Secretary Office of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at citysec@galvestontx.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Galveston - City Secretary Office

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwilliams@galvestontx.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Galveston - City Secretary Office

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to CitySec@galvestontx.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Galveston - City Secretary Office as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Galveston - City Secretary Office during the course of your relationship with City of Galveston - City Secretary Office.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-964460

Date Filed:
12/14/2022

Date Acknowledged:
12/14/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Stantec Consulting Services, Inc.
New Orleans, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-22-882-AMD-1
Engineering Design of Southshore Pump Station

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grandal, Daniel	New Orleans, LA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-964460

Date Filed:
12/14/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stantec Consulting Services, Inc.
New Orleans, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
COG-CON-22-882-AMD-1
Engineering Design of Southshore Pump Station

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grandal, Daniel	New Orleans, LA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is DANIEL GRANDAL, and my date of birth is [redacted].

My address is 1340 POYDRAS ST. SUITE 1420 (street), NEW ORLEANS (city), LA (state), 70112 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ORLEANS County, State of LA, on the 14 day of DECEMBER (month), 20 22 (year).

D Grandal
Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 3

The Effective Date of this Amendment is: 7/25/24.

Background Data

Effective Date of Owner-Engineer Agreement: 5/27/22

Owner: City of Galveston

Engineer: Stantec Consulting Services, Inc.

Project: RFQ 21-02 South Shore Drainage Project

Nature of Amendment:

X Additional Services to be performed by Engineer

X Modifications to services of Engineer

X Modifications of payment to Engineer

Description of Modifications:

Please see attached Amendment No. 3 – Scope of Services and associated figures for a description of the modifications.

Agreement Summary:

Original Agreement amount:	$5,209,370.05
Net change for prior amendments:	$163.634.00
This amendment amount:	$22,908.00
Adjusted Agreement amount:	$5,395,612.05

Change in time for services (days or date, as applicable): N/A

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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
City of Galveston	Stantec Consulting Services, Inc.
By: Daniel J. Buckley (DocuSigned by: 88F9068399D042A...)	By:
Print Name: Daniel J. Buckley	Print Name: Dan Grandal
Title: Deputy City Manager	Title: Vice President
Date Signed: July 25, 2024	Date Signed: 7/19/24

DS

ATTEST:
DocuSigned by:
Janelle Williams
F12776E17F29488...

APPROVED AS TO FORM:
DocuSigned by:
Donna Fairweather for
6A59EBFC33E64A0...
City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF Louisiana §
§
PARISH Orleans §

On this day, BEFORE ME, the undersigned, personally appeared Dan Grandal of Stantec Consulting Services, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of July, 2024.

Sarah Campbell

Sarah Campbell
Notary Public #136225
State of Louisiana
Lifetime Commission

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

11N
07/25/2024

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date July 25, 2024

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: N/A

Project: South Shore Pump Station Drainage Project Design Phase Survey & Easement Coordination

Request: **Consider for approval revising Contract Amendment No. 3 with Stantec to change the existing scope and include changes as outlined in the attached Scope of Work Revision with Stantec Consulting Services (Stantec) to perform additional Surveying and Easement Coordination Services for the City's South Shore Pump Station Drainage Project, thereby increasing the design fee by $12,800.00 for a total project design contract fee of $5,385,804.05, which is above the original contact fee of $5,209,037.05; Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

Prior Council Action

A. At the October 24, 2020, Regular City Council Meeting, Council approved the submittal of the CDBG-MIT grant application to the Texas General Land Office (GLO) for drainage improvements for the South Shore Street drainage area.
B. At the December 9, 2021, Regular City Council Meeting, Council approved the recommendation to pre-qualify the Stantec Team and to begin negotiations for preparing the design of the South Shore Pump Station Project.
C. At the May 26, 2022, Regular City Council Meeting, Council approved Contract # COG-CON-22-282 with Stantec for design of the South Shore Pump Station Project.
D. At the October 27, 2022, Regular City Council Meeting, Council approved Amendment Number 1 to Contract # COG-CON-22-282 clarifying the "Term" of the agreement.
E. At the January 26, 2023, Regular City Council Meeting, Council approved the authorization of Support Service Tasks a. (Design (T ½ & 59th Street Area), b. Geotechnical Investigation (T ½ & 59th Street Area) and c. Topo Survey (T ½ & 59th Street Area) for a total of $102,960.00.

COUNCIL APPROVED
DATE 7/25/2024
SIG. J. Williams

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

F. At the October 26, 2023, Regular City Council Meeting, Council approved the City of Galveston South Shore Drainage Project Acquisition and Relocation Plan to obtain Temporary Construction Easements for the CDBG-MIT Funded South Shore Drainage Project.
G. At the December 14, 2023, Regular City Council Meeting, Council approved Amendment No.3 to the contract for the South Shore Drainage Project to include an additional in-person public meeting, additional property boundary survey work, and additional hydraulic modelling due to changes in the proposed layout based upon feedback received at the October 17, 2023, Public Open House.

Background

A. In October 2023, Council approved proceeding with acquiring temporary construction easements to facilitate the construction phase of this project, to improve access and reduce the overall duration of the project and its impacts on surrounding residents by adopting the South Shore Drainage Project Acquisition and Relocation Plan.
B. The easement acquisition phase is an ongoing process.
C. In December 2023, Council approved Amendment No. 3 to the contract with Stantec, authorizing additional services that included boundary survey work in the amount of $15,725.00. This Boundary Survey Work was determined to no longer be needed and therefore, the $15,725.00 previously authorized is unspent.
D. Staff proposes to reallocate these unspent funds ($15,275.00) and requests an additional $12,800.00 to utilize the services of the Stantec Team to assist the City with completing the easement acquisition phase of this project.
E. These easements will be used to obtain access from private property owners affected by the project, will allow the Contractor to conduct the necessary work required to construct the project as designed, and be returned to the property owner in a restored condition.

Fiscal Impact Report

Funding for these additional services will be from the 2019 GO Bond Fund and/or CDBG-MIT Reimbursement either whole or in-part for a total of $12,800.00.

Alternatives

1. Approve the amended proposal for additional surveying and easement coordination services to prepare for the construction phase of the City's South Shore Pump Station Drainage Project.
2. Do not approve this request and risk failing to finalize easement acquisition prior to the construction start date, anticipated to be scheduled for January 2025.

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Staff Recommendation

Staff recommends approving this proposal to provide additional engineering services to complete the easement acquisition phase of the South Shore Pump Station Project.

Respectfully Submitted,

Robert L. Winiecke
Director of Infrastructure & Engineering

Attachments

Scope of Work Revision from Stantec dated June 28, 2024

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

Stantec Consulting Services Inc.
1340 Poydras Street Suite 1420, New Orleans LA 70112-1274

DELIVERED VIA EMAIL TO: rwiniecke@GalvestonTX.gov on June 28, 2024

June 28, 2024
Contract No: COG-CON- 22-882

Attention: Robert Winiecke, Director Infrastructure & Engineering

City of Galveston
P.O. BOX 779
Galveston, TX 77553

3015 Market St.
Galveston, TX 77550

Dear Mr. Winiecke,

Reference: South Shore Drainage Project (SSDP) – SOW Revision to Contract No. COG-CON-22-882

We request your review and approval of this SOW revision to the above reference contract. Stantec has discussed with the City staff the below changes and/or additional scope items. Included are the cost estimates and a proposal from T. Baker Smith.

Changes and/or additions to the scope of work are as follows:

- Additional property easement boundary survey work and detailed plat preparation for temporary and permanent easement acquisitions. The new proposal for this work totaled $28,525. Under Amendment 3 there was a boundary survey task approved for $15,725. A notice to proceed has not been issued for the boundary survey. The $15,725 will be deducted from the new TBS proposal. The new total for this effort is $12,800. The old and new TBS proposals are included in the attached excel spreadsheet.
- Easement coordination conducted by Stantec and Intracaostal Consultants includes coordination meetings with TBS, landowners and the City, preparation of meeting minutes, and review of plats and descriptions prepared by TBS.

Stantec Easement Coordination	$	7,348.00
IC Easement Coordination	$	2,760.00
Property Easement Boundary Surveys and Plat Preparation	$	12,800.00
Total	**$**	**22,908.00**

Please let me know if you have any questions or require additional information.

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

Reference: South Shore Drainage Project (SSDP) - SOW Revisions to Contract No. COG-CON-22-882

Regards,

Stantec Consulting Services Inc.

Dan Grandal PE, LEED AP, CFM
Vice President / Project Manager
Phone: 504 654 1756
Fax: 305 332 1379
dan.grandal@stantec.com

Attachment: Price Proposal, TBS Proposal

Rob Winiecke PE
Director of Infrastructure and Engineering
Phone: 409 797 3664
rwiniecke@galvestontx.gov

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

June 27, 2024

Dan Grandal
Vice President
Stantec
1340 Poydras Street, Suite 1420
New Orleans, LA 70112

RE: **South Shore Drainage Project; Galveston, TX**

Mr. Grandal:

T. Baker Smith, LLC (TBS) proposes the following amendment to our original agreement, which was made effective on June 1, 2022, to provide additional scope of work as outlined for the above referenced project.

SCOPE OF WORK

Phase 010: Surveying and Mapping

Task J: Additional Topographic and Boundary Surveying

- Areas of work are represented in Exhibits 1 & 2 attached below.
- TBS will research online courthouse records for deeds and record surveys of the subject tracts.
- TBS will file a One Call ticket for the affected areas.
- Upon maturity of One Call ticket TBS will conduct a boundary and topographic survey of Hooters property for the temporary access easement to South Shore Subdivision and the Centerpoint permanent easement.
- TBS will conduct a boundary survey of Lot 27 Bayou Shore Drive and topographic survey of the headwall and pier and a topographic survey of the headwall & pier on Lot A Balentine Addition, subject to landowner access approval.
- Field data will be processed and compared with title information for the tracts, and drawings and descriptions will be prepared for the proposed easements shown in Exhibits 1 & 2.

CLIENT'S RESPONSIBILITY

1. Provide TBS with criteria and information regarding project requirements including all project objectives and known constraints.
2. Arrange safe access and make necessary provisions for TBS to enter public and private property required to perform the professional services.
3. Provide formally documented review and approvals of the professional services provided.
4. Provide any known PPE requirements and any known safety training requirements.

COMPENSATION

Work will be performed on a Lump Sum Contract for a fee of $28,525. We invoice monthly for services provided.

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

Exhibit 1

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

Exhibit 2

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

STANDARD OF PERFORMANCE

The standard of care for all professional services performed or furnished by TBS under this agreement will be that degree of care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

TBS represents that to the best of its knowledge, ability, and professional judgment all work will be performed safely and in a good and workmanlike manner; that TBS has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for Stantec.

This agreement, together with the attached Terms and Conditions and enclosures, constitutes the entire agreement between Stantec and TBS. It may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

If you are in agreement with the terms and conditions outlined within, please execute this document in the appropriate location and return a copy to our office. Upon receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this Letter Agreement shall be applicable for forty-five (45) days, after which we reserve the right to review and/or renegotiate them.

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

If you have any questions, comments, or need additional information, please feel free to contact us.

Sincerely,

T. BAKER SMITH, LLC

David "Kevin" Burdeaux, R.P.L.S.
Lead Professional - Survey
337.735.2847 | Direct
337.303.7942 | Mobile
Kevin.Burdeaux@TBSmith.com

Jason Chauvin, P.E.
Lead Professional – Coastal Engineering
985.223.9265 | Direct
985.209.3764 | Mobile
Jason.Chauvin@TBSmith.com

Agreed to this date: _____

By: Stantec

_____
Stantec Representative (SIGN)

_____
Stantec Representative (PRINT)

Agreed to this date: _____

By: T. Baker Smith, LLC

_____
T. Baker Smith, LLC Representative (SIGN)

_____
T. Baker Smith, LLC Representative (PRINT)

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

TERMS AND CONDITIONS

1. **Applicability to Services:** These Terms and Conditions ("Conditions") will exclusively govern all services rendered by or on behalf of T BAKER SMITH, LLC and/or any of its affiliated entities ("Consultant") for the Client specified in the order, including all additional services, modifications to such services, or change orders for services subsequently agreed upon by the parties (collectively, "Services"). No terms and conditions other than these Conditions shall be binding upon Consultant, and all terms and conditions contained in any prior oral or written communication (including without limitation Client's purchase order and terms and conditions thereof) which are different from or in addition to these Conditions are hereby expressly rejected by Consultant and shall not be binding on Consultant. All prior proposals, negotiations, representations or terms and conditions communicated, if any, are merged herein and superseded by these Conditions, and Client is deemed to have consented to the exclusive application of these Conditions upon signature or acceptance of the Consultant's Letter Agreement, Client's submittal of a Purchase Order or agreement for Consultant to provide Services to Client, and/or by Client's allowance of Services to be rendered to or for the benefit of Client. For avoidance of doubt, Consultant offers and/or counteroffers to provide the Services solely and exclusively in strict accordance with these Conditions, expressly rejecting any and all offers, counteroffers, terms and conditions of Client which are inconsistent or in addition to the terms hereof. No additional or differing terms and conditions shall be binding upon Consultant unless expressly consented to in writing by an authorized officer of Consultant.

2. **Charges and Payment:** Client shall pay Consultant the agreed upon price or compensation for all Services and for all agreed upon expenses and costs related thereto. Invoices are due and payable upon receipt. Invoices not paid within thirty (30) days of Client's receipt of Consultant's invoice will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within sixty (60) days of receipt will result in the discontinuation of services until such invoices are paid in full. Invoices not paid within ninety (90) days of receipt will be referred for collection. Client will be responsible for all expenses incurred in the collection of any unpaid invoice, including all reasonable attorneys' fees.

3. **Limited Warranty/Liability:** Consultant's sole and exclusive warranties are contained in the "Standard of Performance" provision of the Letter Agreement and ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN ARE HEREBY EXPRESSLY DISCLAIMED. Client's sole and exclusive remedy for any breach of warranty shall be as follows: at Consultant's sole option and election within Consultant's sole discretion, Consultant shall either (i) re-perform non-conforming Services within a reasonable time without additional charge, provided Client may terminate Services agreement for failure of Consultant to commence such reperformance of non-conforming services within a reasonable time, or (ii) reimburse or not charge Client for the compensation for non-conforming Services. Notwithstanding any other provision herein, Client waives any and all other remedies and claims which it may have or damages incurred arising from breach of warranty, including but not limited to any claims for incidental, consequential, punitive, or other economic damages or loss.

4. **Force Majeure.** In no event shall Consultant be liable for any damages, delays in performance or failure to perform arising out of any Force Majeure event, including but not limited to Acts of God, hurricanes, tropical storms, inclement weather, power or utility outages or shortages, actions of others, and/or any other cause, event or condition beyond the control of Consultant.

5. **INDEMNIFICATION. The following indemnification and release of liability will apply to all work performed under this contract. In the event one party must bring legal action in order to enforce an indemnification, all such legal costs shall be included as part of the indemnification.**
    a. **CONSULTANT'S INDEMNIFICATION OF CLIENT: Consultant shall release Client of any liability for, and shall protect, defend, indemnify, and save Client, its officers, directors, employees and joint owners harmless from and against all claims, demands and causes of action of every kind and**

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character (including Punitive Damages) for bodily injury, death, and property damage arising out of the performance of Consultant's duties under this Contract to the extent caused by the negligence or willful misconduct of Consultant, its subcontractors or their employees.

b. **CLIENT'S INDEMNIFICATION OF CONSULTANT: Client shall release Consultant of any liability for, and shall protect, defend, indemnify, and save Consultant, its officers, directors, employees and joint owners harmless from and against all claims, demands and causes of action of every kind and character (including Punitive Damages) for bodily injury, death, and property damage to the extent caused by the negligence or willful misconduct of Client or its employees or agents.**

c. **CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of this Contract, including, without limitation, loss of profit or business interruptions, however same may be caused, and regardless of whether caused by the negligence, breach of warranty or other legal duty, or other legal fault of either party.**

6. **Compliance with Law:** Client shall at its expense comply with State, Federal and Local laws and regulations affecting all Services hereunder and Client shall pay all taxes imposed upon it by virtue of the Services rendered.

7. **Default:** In case of default or breach of this Agreement by Client, or if Consultant for any reason deems itself insecure, Consultant may stop work and terminate this Agreement without prejudice to any remedies or claims which Consultant might otherwise have.

8. **Jurisdiction and Venue:** The Client and Consultant hereby irrevocably (i) submit to and agree to litigate any dispute, suit, or action arising out of or relating to this Agreement or any of transactions contemplated by this Agreement in the exclusive jurisdiction and venue of the U.S. District Court for the State of Louisiana, Western District, Lafayette Division or any court in Lafayette Parish, Louisiana, and (ii) waive any and all objections to such jurisdiction or venue Client may have.

9. **Louisiana Statutory Employer.** The parties acknowledge and agree that (i) all work and services performed by Consultant are an integral part of and essential to the ability of Client to generate its goods, products, and services, (ii) that Client is and shall be deemed a statutory employer of Consultant's employees for purposes of La. R.S. 23:1061(A)(3), as the same may be amended from time to time.

10. **Miscellaneous:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No right of Consultant under this Agreement may be waived except in written signed by a duly authorized representative of Consultant. This instrument expresses the entire Agreement between the parties as to the content and matters addressed herein.

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Attachment A - Cost Proposal

BASIC SERVICES TOTAL	**$0.00**
PHASE 1 SUB-TOTAL	**$0.00**
Project Management	$0.00
H&H Modeling	$0.00
Design Phase	$0.00
Survey & Mapping	$0.00
Utility Coordination	$0.00
Physical Modeling (Intake)	$0.00
Geotechnical Investigation	$0.00
Permitting	$0.00
Public Outreach	$0.00
Reimbursable Expenses	$0.00
Bidding and Proposal Phase (Will require separate NTP from the City)	$0.00
Support Services (Will require separate NTP from the City)	$0.00
Design	*$0.00*
Surveys	*$0.00*
PHASE 2 SUB-TOTAL	**$0.00**
Construction Administration Phase (Will require separate NTP from the City)	$0.00
Support Services (Will require separate NTP from the City)	$0.00
Construction Administration Phase Material Testing	*$0.00*

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Appendix A - Cost Proposal Amendment 3

	Contract Amount
BASIC SERVICES TOTAL	**$22,908.00**
PHASE 1 SUB-TOTAL	**$22,908.00**
Project Management	**$0.00**
H&H Modeling	**$0.00**
H&H Modeling	$0.00
CFD Modeling	$0.00
Design Phase	**$0.00**
Design Revisions	$0.00
30% Design Phase	$0.00
60% Design Phase	$0.00
95% Design Phase	$0.00
100% Design Phase	$0.00
Survey & Mapping	**$22,908.00**
Survey Coordination	$10,108.00
Boundary Survey	$12,800.00
TX State Boundary Survey	$0.00
Topographic Survey	$0.00
Bathymetric Survey	$0.00
Subsurface Utility Investigation	
SUE	$0.00
Utility Coordination	**$0.00**
Physical Modeling (Intake)	**$0.00**
Geotechnical Investigation	**$0.00**
Permitting	**$0.00**
Permitting Coordintation	$0.00
USACE Permitting	$0.00
TCEQ Permitting	$0.00
TxDOT Permitting	$0.00
Public Outreach	**$0.00**
Reimbursable Expenses	**$0.00**
Bidding and Proposal Phase	**$0.00**
Support Services	**$0.00**
Design	**$0.00**
30% Design (T ½ & 59th Street Area)	$0.00
60% Design (T ½ & 59th Street Area)	$0.00
95% Design (T ½ & 59th Street Area)	$0.00
100% Design (T ½ & 59th Street Area)	$0.00
Geotechnical Investigation (T ½ & 59th Street Area)	$0.00
Surveys	**$0.00**
Topo Survey (T ½ & 59th Street Area)	$0.00
Area "P" Survey	$0.00
PHASE 2 SUB-TOTAL	**$0.00**
Construction Administration Phase	$0.00
Support Services	
Construction Administration Phase	
Material Testing	$0.00

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

June 27, 2024

Dan Grandal
Vice President
Stantec
1340 Poydras Street, Suite 1420
New Orleans, LA 70112

RE: **South Shore Drainage Project; Galveston, TX**

Mr. Grandal:

T. Baker Smith, LLC (TBS) proposes the following amendment to our original agreement, which was made effective on June 1, 2022, to provide additional scope of work as outlined for the above referenced project.

SCOPE OF WORK

Phase 010: Surveying and Mapping

Task J: Additional Topographic and Boundary Surveying

- Areas of work are represented in Exhibits 1 & 2 attached below.
- TBS will research online courthouse records for deeds and record surveys of the subject tracts.
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- Upon maturity of One Call ticket TBS will conduct a boundary and topographic survey of Hooters property for the temporary access easement to South Shore Subdivision and the Centerpoint permanent easement.
- TBS will conduct a boundary survey of Lot 27 Bayou Shore Drive and topographic survey of the headwall and pier and a topographic survey of the headwall & pier on Lot A Balentine Addition, subject to landowner access approval.
- Field data will be processed and compared with title information for the tracts, and drawings and descriptions will be prepared for the proposed easements shown in Exhibits 1 & 2.

CLIENT'S RESPONSIBILITY

1. Provide TBS with criteria and information regarding project requirements including all project objectives and known constraints.
2. Arrange safe access and make necessary provisions for TBS to enter public and private property required to perform the professional services.
3. Provide formally documented review and approvals of the professional services provided.
4. Provide any known PPE requirements and any known safety training requirements.

COMPENSATION

Work will be performed on a Lump Sum Contract for a fee of $28,525. We invoice monthly for services provided.

Exhibit 1

Exhibit 2

STANDARD OF PERFORMANCE

The standard of care for all professional services performed or furnished by TBS under this agreement will be that degree of care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

TBS represents that to the best of its knowledge, ability, and professional judgment all work will be performed safely and in a good and workmanlike manner; that TBS has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for Stantec.

This agreement, together with the attached Terms and Conditions and enclosures, constitutes the entire agreement between Stantec and TBS. It may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

If you are in agreement with the terms and conditions outlined within, please execute this document in the appropriate location and return a copy to our office. Upon receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this Letter Agreement shall be applicable for forty-five (45) days, after which we reserve the right to review and/or renegotiate them.

If you have any questions, comments, or need additional information, please feel free to contact us.

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

If you have any questions, comments, or need additional information, please feel free to contact us.

Sincerely,

T. BAKER SMITH, LLC

David "Kevin" Burdeaux, R.P.L.S.
Lead Professional - Survey
337.735.2847 | Direct
337.303.7942 | Mobile
Kevin.Burdeaux@TBSmith.com

Jason Chauvin, P.E.
Lead Professional – Coastal Engineering
985.223.9265 | Direct
985.209.3764 | Mobile
Jason.Chauvin@TBSmith.com

Docusign Envelope ID: FE6EA8FA-6B91-4BB1-BC56-BAA48042576A

TBS

T. BAKER SMITH, LLC
A CENTURY OF SOLUTIONS

17827 Old Jefferson Highway
Prairieville, LA 70769
225.744.2100 (P) 1.866.367.1050 (TF)
www.tbsmith.com 225.673.8500 (F)

November 27, 2023

Dan Grandal
Vice President
Stantec
1340 Poydras Street, Suite 1420
New Orleans, LA 70112

RE: South Shore Drainage Project; Galveston, Tx

Mr. Grandal:

TBS provides the following amendment to our original agreement, which was made effective on June 1, 2022, to provide additional scope of work as outlined for the above referenced project.

SCOPE OF WORK
TBS proposes to add the following task to the project:

Phase 010: Surveying and Mapping
Task J: Additional Boundary Surveying

- TBS will research online courthouse records for deeds and record surveys of the subject tracts.
- TBS will file a One Call ticket for the affected areas, and upon maturity TBS will conduct field work to locate property corners for the subject tracts and existing improvements within the proposed work areas.
- Field data will be processed and compared with title information for the tracts, and drawings will be prepared for the results and descriptions will be prepared for the proposed easements.

CLIENT'S RESPONSIBILITY

1. Provide TBS with criteria and information regarding project requirements including all project objectives and known constraints.
2. Arrange safe access and make necessary provisions for TBS to enter public and private property required to perform the professional services.
3. Provide formally documented review and approvals of the professional services provided.
4. Provide any known PPE requirements and any known safety training requirements.

COMPENSATION
Work will be performed on a Lump Sum Contract for a fee of $15,725.00. We invoice monthly for services provided.

COST	
Labor/Equipment/Task	Total
Project Management	$705
Deed Research	$1,100
Field Work	$9,665
Deliverables	$4,255
Total	**$15,725**

STANDARD OF PERFORMANCE
The standard of care for all professional services performed or furnished by TBS under this agreement will be that degree of care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

TBS represents that to the best of its knowledge, ability, and professional judgment all work will be performed safely and in a good and workmanlike manner; that TBS has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for CLIENT.

This agreement, together with the attached Terms and Conditions and enclosures, constitutes the entire agreement between CLIENT and TBS. It may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

If you are in agreement with the terms and conditions outlined within, please execute this document in the appropriate location and return a copy to our office. Upon receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this Letter Agreement shall be applicable for forty-five (45) days, after which we reserve the right to review and/or renegotiate them.

If you have any questions, comments, or need additional information, please feel free to contact us.

Sincerely,

T. BAKER SMITH, LLC

Eric Matte, P.E., PMP
Lead Professional Engineer
985.493.2944 | Direct
985.518.5281 | Mobile
eric.matte@tbsmith.com

DocuSign

Certificate Of Completion

Envelope Id: FE6EA8FA6B914BB1BC56BAA48042576A
Status: Completed
Subject: Complete with Docusign: 11N - STANTEC South Shore Pump Station.pdf
Source Envelope:
Document Pages: 19
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Janelle Williams
823 Rosenberg
Galveston, TX 77550
CitySec@galvestontx.gov
IP Address: 50.205.209.26

Record Tracking

Status: Original
07-26-2024 | 14:25
Holder: Janelle Williams
CitySec@galvestontx.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Galveston
Location: DocuSign

Signer Events	Signature	Timestamp
Donna Fairweather for Legal@galvestontx.gov City Attorney Security Level: Email, Account Authentication (None)	DocuSigned by: Donna Fairweather for 6A59EBFC33E64A0... Signature Adoption: Pre-selected Style Using IP Address: 50.205.209.26	Sent: 07-26-2024 | 14:29 Viewed: 07-26-2024 | 14:53 Signed: 07-26-2024 | 14:54
Electronic Record and Signature Disclosure: Accepted: 07-26-2024 | 14:53 ID: 01ad83c3-70e0-46b8-a746-146fbe073f27		
Daniel J. Buckley CityManager@galvestontx.gov Deputy City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel J. Buckley 88F9068399D042A... Signature Adoption: Pre-selected Style Using IP Address: 50.205.209.26	Sent: 07-26-2024 | 14:54 Viewed: 07-26-2024 | 14:55 Signed: 07-26-2024 | 14:55
Electronic Record and Signature Disclosure: Accepted: 07-26-2024 | 14:55 ID: c374009a-533d-41df-9332-1e29648d0518		
Janelle Williams citysec@galvestontx.gov City Secretary City of Galveston Security Level: Email, Account Authentication (None)	DocuSigned by: Janelle Williams F12776E17F29488... Signature Adoption: Pre-selected Style Using IP Address: 50.205.209.26	Sent: 07-26-2024 | 14:55 Viewed: 07-26-2024 | 15:30 Signed: 07-26-2024 | 15:30
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	07-26-2024 | 14:29
Certified Delivered	Security Checked	07-26-2024 | 15:30
Signing Complete	Security Checked	07-26-2024 | 15:30
Completed	Security Checked	07-26-2024 | 15:30

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Galveston - City Secretary Office (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Galveston - City Secretary Office:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: CitySec@galvestontx.gov

To advise City of Galveston - City Secretary Office of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at citysec@galvestontx.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Galveston - City Secretary Office

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwilliams@galvestontx.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Galveston - City Secretary Office

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to CitySec@galvestontx.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Galveston - City Secretary Office as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Galveston - City Secretary Office during the course of your relationship with City of Galveston - City Secretary Office.

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City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

5/19/2022

Stantec
910 Louisiana St
Houston, Texas, 77002
dan.grandal@stantec.com

RE: South Shore Drainage Project

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 5/26/2022. This is a single vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least $1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-22-882; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD
Purchasing Manager
Finance Department - Purchasing

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the "Agreement") is made and entered into this 27th day of May, 20 22, by and between:

The Owner: **City of Galveston ("CITY" or "Owner")**
823 Rosenberg Street
Galveston, Texas 75701

and

The Service Provider: **Stantec Consulting Services Inc. ("Service Provider")**
910 Louisiana St,
Suite 2600
Houston, TX, 77002

for

The Project: **RFQ 21-02 South Shore Drainage Project**

The Owner and the Architect or Engineer agree as follows:

1. PROFESSIONAL SERVICES

The Service Provider agrees to perform the services specifically described in Exhibit 1 , and Exhibit 2 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of the Service Provider's obligations under this Agreement. To the extent of any conflict between the terms in Exhibit 1, Exhibit 2, and this Agreement, the terms of this Agreement shall prevail.

2. TERM:

Agreement shall be effective upon execution by the Owner until work has been completed to the satisfaction of the Owner unless sooner terminated under the terms set forth herein.

3. COMPENSATION

For the professional services described in Exhibit 1, the Owner shall compensate The Service Provider a maximum amount of Five Million Two Hundred and Nine Thousand, Three Hundred Seventy Dollars and Five Cents ($5,209,370.05)

The City shall not be responsible for payment to the Service Provider for any additional services or expenses, except upon an agreement for additional services.

Prior to commencing any additional service, the Service Provider shall prepare an additional services proposal detailing the scope of the additional services and the proposed fee for those services. Service Provider shall use the Rate Table in Exhibit 1 to determine the proposed fee for additional services. The Service Provider shall proceed to perform additional services only after written acceptance of the additional service and fee by Owner.

Each additional service accepted by Owner and performed by The Service Provider shall become part of this agreement and shall be subject to all the terms and conditions of this agreement.

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4. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider agrees and acknowledges that Owner is entering into this Agreement in reliance on the Service Provider's represented professional abilities with respect to performing professional services, duties, and obligations under this Agreement.
The Service Provider shall perform its Services:

(1) Standard of Care - with the professional skill and care ordinarily provided by competent architects or engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
(2) Expeditiously in accordance with the usual and customarily accepted professional standards of care, skill and diligence consistent with professional architectural or engineering practices for firms in Texas that provide professional design services for projects that are similar in size, and scope, to the Project, and
(3) in compliance with all applicable federal, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

The Service Provider agrees and acknowledges that there are no obligations, commitments, or impediments of any kind known to the Service Provider that will limit or prevent performance by the Service Provider of its services. Also, the Service Provider shall not engage in any activity that would reasonably appear to compromise the Service Provider 's professional standard of care.

The Service Provider hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

The Service Provider shall at all times provide sufficient personnel to accomplish all Services describe in Exhibit 1 in accordance with a mutually agreed upon schedule. The Service Provider shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of the Service Provider's obligations under this Agreement.

The Service Provider shall designate a representative primarily responsible for professional services under this Agreement. The designated representative shall act on behalf of The Service Provider with respect to all phases of services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior written approval of the Owner, which approval shall not be unreasonably withheld. The Owner shall also have the right to request a change in the Service Provider's designated representative if the representative becomes ineffective due to personality or competence.

Services shall be accurate and free from material errors or omissions. The Service Provider shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Service Provider without any additional cost or expense to Owner.

5. THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Service Provider with a full description of the requirements of the Project.

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The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Service Provider and as reasonably necessary for the completion of the Service Provider services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required. The Service Provider shall provide prompt written notice to the Owner if the Service Provider becomes aware of any error, omission or inconsistency in the information provided.

Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Service Provider by the Owner and its agencies. The Owner and its agencies will cooperate with the Service Provider in every way possible to facilitate the performance of the work described in the Agreement.

The Owner will review the Service Provider's drawings, specifications and other documents of service produced by the Service Provider (collectively the "Design Documents") in the performance of its obligations under this agreement as required. Owner will notify the Service Provider of any design fault or defect in the Service Provider's services or Design Documents of which Owner becomes aware.

The Owner designates Robert Winiecke, P.E. (AZ, KS, TX), CFM, as its representative authorized to act in the Owner's behalf with respect to the Project. The Service Provider designates Dan Grandal, P.E., CFM, LEED AP, as it's representative authorized to act in the Service Provider 's behalf with respect to the Project. Any change or addition of representative of either party shall be provided to the other in writing.

6. INDEPENDENT CONTRACTOR

The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

7. PAYMENTS TO SERVICE PROVIDER

The Service Provider shall present monthly Applications for Payment to the Owner detailing the Service Provider's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Service Provider shall submit timesheet, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify the Service Provider whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Service Provider for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due the Service Provider such sums as are necessary to protect Owner against any loss or damage which may result from negligence by the Service Provider or failure of the Service Provider to perform its obligations under this Agreement.

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8. ACCOUNTING RECORDS

Records of the Service Provider costs, reimbursable expenses pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs the Service Provider in writing. The Service Provider's records shall be kept in generally accepted accounting principles.

9. OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by the Service Provider as instruments of service are and shall remain the property of the Owner whether the Project for which they are created is executed or not. The Service Provider shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Project.

The Owner shall have an irrevocable, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Service Provider.

Except for such license(s) granted herein, no other license or right shall be deemed granted or implied under this agreement.
In the event the Owner uses the instruments of service without the participation of the Service Provider, the Owner releases the Service Provider from all claims and causes of action arising from such uses. Any unauthorized use of the instruments of service shall be at the Owner's sole risk.

10. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

11. DISPUTE RESOLUTION

Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the Owner's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part. Owner and the Service Provider agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and

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expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

12. TERMINATION FOR CAUSE

If, through any cause, the Service Provider shall fail to fulfill in accordance with a mutually agreed upon schedule their obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Service Provider under this Agreement shall, at the option of the Owner, become property of the Owner and the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Service Provider shall not be relieved of liability to the OWNER for damages sustained by the Owner by virtue of any breach of the Contract by the Service Provider, and the OWNER may withhold any payments to the Service Provider for the purpose of set-off until such time as the exact amount of damages due the OWNER from The Service Provider is determined.

13. TERMINATION FOR CONVENIENCE

The Owner may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to Architect or Engineer. In the event of termination not the fault of the Architect or Engineer, the Architect or Engineer shall be entitled to compensation for all services satisfactorily performed to the termination date provided Architect or Engineer delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by the Service Provider prior to termination. If this Agreement is terminated due to the fault of the Service Provider, paragraphs relative thereto shall apply.

14. INSURANCE

14.01 Insurance Coverage. The Service Provider, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of B+ or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Service Provider.

a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:

$1,000,000 each claim/$2,000,000 aggregate for projects with total project cost less than $50,000,000;

$2,000,000 each claim/$2,000,000 aggregate for projects with total project costs between $50,000,000 and $100,000,000;

$5,000,000 each claim/$5,000,000 aggregate for projects with total project cost greater than $100,000,000.

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For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than $1,000,000 each claim/$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of the Service Provider. Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this Agreement. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is allowed to lapse or the retroactive date on the policy is advanced, then the Service Provider or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

b) Commercial General Liability — $1,000,000 each occurrence
$2,000,000 aggregate

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Agreement.

c) On Site Insurance: If any services are performed on Owner's premises, the Service Provider will carry and will cause its consultants also to carry the following additional insurance. The Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$100,000 each employee
Bodily Injury by Disease	$100,000 policy limit
Business Auto Liability	
Single Limit	$1,000,000 each occurrence

*** If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial Liability Policy.

14.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Service Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The City of Galveston, as Additional Insured for activities arising out of this Agreement on an ISO (CG 20 10 0413) or equivalent form. Workers compensation insurance policies will be endorsed to provide a

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waiver of subrogation in favor of The City of Galveston. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

14.01.02 Notice of Cancellation: Required insurance shall not be canceled without thirty (30) days' prior written notice to Owner.

14.01.03 The Service Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

14.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following OWNER contact.

City of Galveston
ATTN: Purchasing Contract Administrator
823 Rosenberg Street
Galveston, Texas 77550
Email: Purchasing@Galvestontx.gov

The Service Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to OWNER upon request.

14.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to The Service Provider by Owner;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by Owner in writing.

Professional Liability insurance (errors and omissions) shall be maintained in accordance with Section 13.01 a).

14.01.06 If Owner is damaged by failure of the Service Provider (or consultant) to maintain insurance as required herein, then the Service Provider shall bear all reasonable costs properly attributable to that failure.

15. INDEMNITY

FOR CONSIDERATION RECEIVED, The Service Provider shall, to the extent allowable, indemnify, save and hold Owner harmless, including Owner's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of The Service Provider or those acting under The Service Provider supervision or control. The Service Provider shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of Owner. The Service Provider shall comply with the requirements of all

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current applicable laws, rules and regulations and shall indemnify and hold harmless Owner and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. ASSIGNABILITY

The Service Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. VENUE, GOVERNING LAW

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

18. WAIVER

A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

19. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

20. PROPRIETARY INTERESTS

All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by The Service Provider in the performance of services for Owner, which is not generally known to the public, shall be confidential and The Service Provider shall not disclose any such confidential information, unless required by law. The Service Provider shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

21. MODIFICATION

No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

22. FORCE MAJEURE

No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, Pandemic, acts of the public

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enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

23. REPORTS AND INFORMATION

The Service Provider at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

24. NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, facsimile or electronic delivery, or by private delivery service and shall be addressed as follows or to such different addresses as the Parties may from time to time designate by giving written notice to the other party of such change:

If to the City:
City of Galveston
Attn: City Manager and City Attorney
823 Rosenberg,
Galveston, TX 77550
Telephone 409-797-3520
Email: Citymanager@galvestontx.gov

If to The Service Provider:
Stantec Consulting Services Inc.
910 Louisiana St
Suite 2600
Houston, TX, 77002
Telephone:305-332-1379
Email: dan.grandal@stantec.com

Notices shall be deemed effective upon receipt.

25. EXHIBITS

All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Proposal Letter, Phase 1 and Phase 2 Scope of Work, Project Schedule, Cost Proposal, and Rate Table
Exhibit 2 – Appendix A – Proposal Document
Appendix B – Conflict of Interest Form Executed
Appendix C – House Bill 13, 19, 89 Verification Form Executed
Appendix D – Property Tax Statement Executed
Appendix E – Nepotism Statement Executed
Appendix F – Non-Collusion Statement Executed
Appendix G – Document 00435 Debarment, Suspension Ineligibility & Voluntary Exclusion (49 CFR PART 29) Executed
Appendix K - Federal Clauses Executed

26. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between The Service Provider and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

By: DocuSigned by: Daniel J. Buckley 88F9068399D042A...

City Manager

ATTEST:

DocuSigned by: Williams F29488...

City Secretary

APPROVED AS TO FORM

DocuSigned by: Donna Fairweather for 6A59EBFC33E64A0...

City Attorney

STANTEC CONSULTING SERVICES INC.

By: DocuSigned by: Daniel J Grandal 366FE25C830D44C...

Company Representative

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Stantec Consulting Services Inc.
1340 Poydras Street Suite 1420, New Orleans LA 70112-1274

DELIVERED VIA EMAIL TO: jlockett@galvestonTX.gov on May 9, 2022

May 9, 2022
Contract No: RFP 21-02

Attention: Ja'Nice Lockett, CTPM, CTCM, Contract Administrator
Finance Department
P.O. Box 779 Galveston, TX 77553
823 Rosenberg Galveston, TX 77550

Dear Ms. Lockett,

Reference: RFP 21-02 South Shore Drainage Project

We are pleased to submit this final proposal in response to RFP 21-02. Our proposal is based on the attached scope of work. See Attachment A for the preliminary cost proposal.

The scope, schedule, and costs for this contract are based on the assumptions and understandings based on previous meetings and correspondence with the city, The costs have been derived based on effort of delivering the design in accordance with the latest SOW (attachment B) and within the proposed schedule. The cost includes base design services and specialty services as described in Attachment B.

The following are assumptions and clarifications to accompany the scope and pricing proposal:

1. It is agreed that any Owner Furnished Information (OFI) can be relied upon by Stantec in the performance of its work, as is and has undergone appropriate quality checks in accordance to standards.

2. Any environmental issues like contamination that are encountered/uncovered which require re-design effort will require a modification to fee and schedule.

3. The SOW does not include NEPA/EA permitting except for assistance to environmental consultants.

4. CADD drawing delivery will be in AutoCAD Format.

5. Cost estimates will be in Excel format.

6. Extensions of proposed schedule which are not caused by the consultant and outside of the consultant's control will result in a contract modification.

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Reference: **Pump Stations and Drainage Structures West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project**

7. Material testing cost has been established at $100,000. This estimate will cover the costs of periodic quality assurance (QA) testing. It is assumed that the Contractor will perform the material testing as part of the construction contract and that the material testing will be re-evaluated as the design progresses. All testing required will be performed by certified testing labs.

8. It is our understanding that a BCA is not required for this project. No effort has been included in the proposal to calculate BCA.

9. The budget for SUE is estimated at $50,000. SUE services will be authorized by the city as needed. If it is determined additional SUE is necessary, a contract modification/amendment will be required.

10. Utility replacement/relocations will be limited to the drainage system excavation required for this project. Additional upgrades outside of the grant funded work are not included in the cost proposal.

11. To better define the level of effort, the proposal is based on the following design assumptions:
    a. Submersible pumps (similar to 15th ST PS) will be utilized at the South Shore Pump Station. No further study of pump types will be performed.
    b. Performance specifications will used for appropriate systems.
    c. Design will be based on specific manufacturer models but an approved equal will be accepted.
    d. Readily available package generators will be utilized as backup power for the pump station and safe house.

12. It is our understanding that street improvements not associated with the grant are not included with this project. No effort is included for additional improvements beyond what is required for the project.

13. Phase 2 "Construction" of the contract includes basic construction services. This will be re-evaluated as design progresses with respect to the uncertainty of the construction duration and the desired level of construction oversight and management required by the City.

14. The contingency budget of 50k was removed from the physical modeling budget. The budget was also reduced to show one site visit to Alden labs for witness testing.

15. The additional drainage structure survey for the West P drainage area has been moved to support services in the proposal. This work will require a separate notice to proceed (NTP) from the City. If it is determined that these services will not be required Lidar and available GIS information can be used in the modeling effort.

Lawson Web community version

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Reference: **Pump Stations and Drainage Structures West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project**

16. The current West T1/2 area currently drains to the west away from the proposed pump station. Based on review of available drainage information Stantec believes this system could possibly be removed from the current project. The below items will be identified in the proposal as "Support Services" and will require a separate notice to proceed (NTP) from the City to begin this work. Once the modeling is complete coordination with the city will be conducted to determine if the project will include these items.

    a. The detailed topo survey for 59th St. south of Ave. R, Ave. T 1/2, Weber Ave., and Maco St.
    b. The drainage design for the West T1/2 system.
    c. Geotechnical Investigation (T ½ & 59th Street Area)

Below is a summary of the proposed design costs for the project:

BASIC SERVICES TOTAL	**$5,209,370.05**
PHASE 1 SUB-TOTAL	**$4,317,520.05**
Project Management	$326,523.00
H&H Modeling	$344,808.00
Design Phase	$2,604,878.00
Survey & Mapping	$249,246.00
Utility Coordination	$63,410.00
Physical Modeling (Intake)	$226,992.00
Geotechnical Investigation	$90,850.00
Permitting	$37,320.00
Public Outreach	$55,205.00
Reimbursable Expenses	$79,945.05
Bidding and Proposal Phase (Will require separate NTP from the City)	$93,628.00
Support Services (Will require separate NTP from the City)	$144,715.00
Design	*$92,850.00*
Surveys	*$51,865.00*
PHASE 2 SUB-TOTAL	**$891,850.00**
Construction Admin Phase (Will require separate NTP from the City)	$791,850.00
Support Services (Will require separate NTP from the City)	$100,000.00
Construction Administration Phase Material Testing	*$100,000.00*

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EXHIBIT 1

Reference: **Pump Stations and Drainage Structures West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project**

Please let me know if you have any questions or require additional information. Our team is ready to start immediately and is excited to exceed your expectations.

Regards,

Stantec Consulting Services Inc.

Dan Grandal PE
Vice President / Project Manager
Phone: 504 654 1756
Fax: 305 332 1379
dan.grandal@stantec.com

Attachment: Attachment A – Cost Proposal, Attachment B – SOW, Schedule

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Attachment B
South Shore Drainage Project – Phase 1 and 2 Scope of Work

Phase 1 - Design

1) Project Management
   a. Project Management Plan (PMP)
      i. A PMP will be prepared which will outline roles and responsibilities, establish lines of communications, and identify project milestones and budgets.
   b. Design Quality Control Plan (DQCP)
      i. A DQCP will be prepared to establish the overall project quality management plan
      ii. The plan will outline systematic procedures, lines of communication, and information management.
   c. Risk Register
      The risk register will identify possible risks to schedule, design, permitting, funding, construction, and operations.
      i. The risk register will be updated throughout the design process and included in the design document submittals
      ii. Risks will be categorized based on likelihood and consequence severity and then tracked and evaluated to establish actionable plans to eliminate, avoid, mitigate, or minimize the risks.
      iii. The risk register will be reviewed at each monthly meeting.
   d. Design Coordination Decision Log
      i. The decision log will be used to list, track and document design decisions and needs
      ii. A decision log will be maintained throughout the design process.
      iii. The decision log will be reviewed and updated during monthly design meetings.
   e. Meetings
      i. Project Kick-Off Meeting
         1. City of Galveston and Design Team
      ii. In-Person Meetings (monthly)
         1. It is assumed that Stantec, TBS and Intracoastal will be attending all regularly scheduled in-person meetings with the COG. Other subconsultants will attend on an as-needed basis.
      iii. COG and Design Team Conference Calls (weekly or bi-weekly)
      iv. Design Team Meetings (monthly, at design milestones, or when otherwise warranted)
      v. Design Team Conference Calls (as-needed basis)
      vi. Attendance/Presentations for City Council Meetings

   f. Scheduling and Reporting
      i. Smartsheet Updates
      ii. Grant Application Compliance Reporting

   g. Public Outreach
      i. Assist the COG with public outreach
      ii. Conduct one public meetings. One after the 60% design submittal.
      iii. Conduct two virtual public meetings
      iv. Document public questions/comments for one in-person meeting and two virtual meetings.

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h. Deliverables
   i. Project Management Plan
   ii. Design Quality Control Plan
   iii. Risk Register
   iv. Meeting Minutes
   v. Public Outreach documentation
   vi. Schedule Updates
   vii. Progress Reports for Grant Compliance as needed

2) Surveying and Mapping
   a. Boundary Surveying
      i. TBS will research the Galveston public records to obtain official survey plats of the lots shown on the attached Figure 1. TBS will also research public records to identify the most recent available survey records of the individual lots and easements.
      ii. TBS will compile the information into a working base CAD drawing of the project to support preparation of construction documents.
      iii. One or more field crews will mobilize to conduct searches for boundary monuments. Field work will be conducted utilizing RTK GPS equipment, supplemented with conventional survey equipment as needed.
      iv. TBS will upload collected data to TBS servers each evening for processing and Quality Control review. The processed data will be loaded into the working base CAD drawing for professional review and geo-referenced adjustment of the boundaries. Attribute data for the monuments will include type, material, and size of each monument located. TBS will only represent data for monuments found and will not set any monuments missing at boundary corners, nor resolve any apparent boundary conflicts.

   b. Texas State Coastal Boundary Survey
      i. TBS will perform a Texas State Coastal Boundary Survey in accordance with Section 33.136, natural Resources Code, for the purpose of evidencing the location of the shoreline in the area depicted in this survey as that shoreline existed before commencement of erosion response activity.
      ii. The line depicted on the survey fixes the shoreline for the purpose of locating a shoreline boundary, subject to erosion landward as approved by section 33.136.
      iii. TBS will perform research at the GLO (General Land Office). An initial discussion with the survey division of the GLO will be scheduled to determine if there are any other issues at the site. An on the ground survey will be completed to determine the boundary. The appropriate lines will be calculated and preliminary plat and report compiled.
      iv. TBS will meet with the GLO as required for final submission of the plat and report.

   c. Topographic Surveying
      i. Detailed Topographic Survey
         1. Prepare maps along proposed improvement corridors using publicly available data from the Assessor's Office.
         2. Establish Federal, State, County, and City roadway boundaries by performing field surveys and researching pertinent records (including in-house GCAD data) to determine the locations existing roadway boundaries. The existing ROW will be reviewed on a per block basis and shall not include a boundary determination for each individual parcel within each block. City shall assist by providing as-built plans or other historical records that may be available. ROW

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maps shall be provided digitally and as paper copies.

3. Prepare exhibits showing approximate limits of any additional permanent or temporary ROW that may be required.
4. Traditional topographic survey data collection and drawing preparation for 57th Street, 59th Street (north of Avenue R), South Shore Drive, Heards Lane, Avenue Q, Avenue Q ½, Avenue R, Avenue S, Avenue S ½, and Avenue T and any additional areas as shown on Figure 2.
    a. Data will include detailed topographic information at all intersections, cross sections between the ROW, above ground utilities and appurtenances, underground and accessible storm drain features, pavements, curbs, trees, and any other above ground anomalies.
5. Prepare and supply a point list in a digital form, with GPS coordinates of each point depicting the existing roadway boundary.

ii. Drainage Structure Survey
1. All underground and accessible storm drain features (e.g. storm sewer inverts, flow lines, pipe sizes), as shown in the 2003/2007 Master Plans, will be surveyed with RTK-GPS methods in the Bayou South Shore Drainage Area east of 57th Street and Saladia Street as shown in Figure 2.

iii. Finished Floor Elevations
1. Traditional topographic survey data collection for finished floor elevations of the properties in the low-lying areas bounded by Stewart Road, Saladia Street, South Shore Drive, and 61st Street. See Figure 2 for these areas.

iv. Additional Detailed Topographic Survey
1. Prepare additional detailed topographic drawings for 59th Street (south of Avenue R), Avenue T ½, Weber Avenue, and Maco Street.

v. Additional Drainage Structure Survey
1. All underground and accessible storm drain features (e.g. storm sewer inverts, flow lines, pipe sizes), as shown in the 2003/2007 Master Plans, will be surveyed with RTK-GPS methods in the West P Drainage Area as shown in Figure 2.

d. Subsurface Utility Investigation (Figure 3)

i. Performed in accordance with ASCE 38-02

ii. SUE Quality Level D, Records Research, will be performed for the entire project area
1. Conduct utility records research above and below ground
2. Initiate 811 call and keep up to date until any excavation is completed as part of the subsurface utility investigation
3. Collect applicable utility owner records
4. Review available records
5. Conduct field inspection of above ground utility facilities to assist in records research
6. Collect the owner name, contact information, size, material, operating pressure, and other available data on all utilities (if available)

iii. SUE Quality Level C, will be performed along the proposed gravity system improvements. Quality Level C shall include information obtained by surveying visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.
1. Surveying of marked utilities and visible above-ground utility features shall be included as part of the SUE services and integrated into the project topographic survey.

iv. SUE Quality Level B, Designating and Marking, will be performed along the proposed

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alignment of the gravity drainage improvements as approved by the City. SUE Quality Level B will include information obtained through the application of appropriate surface geophysical methods to determine the existence of and approximately horizontal position of subsurface utilities. Quality Level B includes Level D and C services as well as the following:

1. Designating/Marking underground utilities using an appropriate suite of geophysical equipment
2. Utilities will be marked at a maximum of 50' intervals and at all changes in direction
3. Water lines, force mains, and other non-tonable utilities may be able to be located using ground penetrating radar or acoustic locators and shall be marked as Quality Level B in these areas. When these methods are not effective or when non-tonable utilities are encountered, these utilities will be marked as Quality Level D or Quality Level C depending on the available information.

v. SUE Quality Level A for utilities over 4" in diameter (designated in the Quality Level B survey) that cross the proposed gravity system improvements and at the pump station location. SUE level A will be performed as approved by the City One exception to this requirement will be gravity sanitary sewer lines where invert at adjacent manholes will be used to determine depths. Additional test holes smaller than 4" diameter may be required depending on the nature and importance of the utility. The scope of work assumes test holes will be taken on each side of the proposed limits of construction.

1. Procedure for Excavation of Test Holes:
    a. Clear the test hold area of surface debris.
    b. In paved areas, nearly cut and remove existing pavement, which cut shall not exceed 225 square inches unless otherwise approved.
    c. Excavate the test hole. The nominal diameter of the test hole will not exceed 15 inches unless otherwise approved.
    d. Expose the utility only to the extent required for identification and data collection purposes.
    e. Avoid damage to lines, wrapping, coatings, cathodic protection or other protective coverings and features.
    f. Hand-dig as needed to supplement excavation and to ensure safety.
    g. Revise the test hole location as necessary to positively expose the utility.
    h. Store excavated material for re-use or disposal at an approved location near the project, as appropriate.
2. Collection, Recording, and Presentation of Data
    a. Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/-0.05 feet.
    b. Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
    c. Approximate centerline bearing of utility line.
    d. Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems.
    e. Utility structure material composition, when reasonably ascertainable.
    f. Other pertinent information that is reasonably ascertainable from test hole.
    g. Site Restoration.

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i. Replace bedding material around exposed utility lines.
ii. Backfill and compact the excavation in a manner acceptable to City. Re-use excavated material with appropriate compaction.
iii. As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
iv. For excavation in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
v. Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the utility.

3. Temporary Traffic Control
    a. If required, a traffic control firm will be subcontracted to provide the necessary traffic control during the investigation.

e. Bathymetric Survey (Figure 4)
    i. Multibeam Bathymetric Survey
        1. A multibeam bathymetric survey will initially be concentrated to the areas within 500ft of the proposed pump station outfall and the areas within 500 ft of the 61st Street bridge as shown on Figure 4.
        2. Additional transects covering the north-south span of English Bayou will be surveyed as time allows. Total survey time will be limited to 1 day of field work.
        3. The speed of sound profile will be measured at multiple locations. The echo sounder calibration, including bar check and patch test, will be verified using manual lead-line measurements on site.
        4. The data will be reduced to a spacing that best describes the sea floor. The multibeam survey will only cover area up to -5.0 ft NAVD 88, approximately. Areas shallower than the area of multibeam coverage will be supplemented with GPS-RTK topography or single beam bathymetry, as needed.
    i. Side Scan Sonar and Magnetometer Survey
        5. A side scan sonar survey will be completed covering all areas within 500ft of the proposed outfall structure.
            a. Transect lines will be established to provide 200% bottom coverage and run with a range setting to provide overlap of the adjacent line's nadir.
            b. Data collected will be processed using Chesapeake Software and a geo-referenced tiff format image will be produced. A report will be produced listing close up images and the sizes of contacts.
        6. A magnetometer will be utilized to identify the horizontal location and magnetic signature of contacts in the area. The magnetometer survey will cover the multibeam and side scan sonar survey area in the pump station outfall.
            a. Transect spacing will be set at 50 feet to provide efficient coverage of the area. The magnetometer will be towed behind the survey vessel at a minimum distance determined to eliminate magnetic interference from the vessel.
            b. The data will be processed for a gamma contour map and anomaly

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report. Any significant anomalies located during the magnetometer survey will be probed to determine position, size and depth of cover.

f. Deliverables
   i. ROW maps along proposed improvements at scale not to exceed 1" = 40'
   ii. Topographic Survey Information to be incorporated into H&H model and design plans.
   iii. Survey Methodology Report
   iv. SUE Quality Level A and B Deliverables
      1. The Subsurface Utility Engineering (SUE) deliverable will be CAD linework with engineering seal and signature that will be included as part of the Topographic Survey.
      2. The SUE report will also be provided which will be a signed and sealed technical document that contains information about the utility investigation that might otherwise not be conveyed in the plans and/or CAD file
   v. Bathymetric Survey Drawing of English Bayou
   vi. Side Scan Sonar Survey Report
   vii. Magnetometer Survey Drawing of English Bayou

3) Utility Coordination and Conflict Resolution
   a. Utility Coordination and Conflict Matrix
      i. Prepare an overall layout showing utilities within the project limits with a Utility Disposition Table
      ii. Develop preliminary relocation schedule
      iii. Review additional as-built information from utility owners if available.

   b. Utility Coordination Meetings and Agreements
      i. Schedule a kickoff meeting with each utility owner to discuss project scope, schedule, and potential relocation requirements
      ii. Discuss constructability with utility owners and City.
      iii. Obtain relocation cost, scope, and design constraints from utility owners.
      iv. Coordinate Utility Relocation Agreements.

   c. Deliverables
      i. Overall Utility Map and Conflict Matrix
      ii. Preliminary Relocation Schedule
      iii. Summary of estimated costs, scope, and design constraints

4) Geotechnical Investigation
   a. Field Exploration
      i. Soil Borings and Pavement Cores
         1. Pump Station - Drill two (2) 100-ft deep borings positioned at the location of the proposed pump station (B-2 and B-3 on Figure 6).
         2. Outfall – Drill (1) 75-ft deep boring in the Bayou for the outfall structures (B-1 on Figure 6).
         3. Storm Sewer – Drill seven (7) 25-ft deep borings along the alignment of the proposed storm sewer lines. Pavement cores will be extracted and included as part of each sewer boring log. (B-4 to B-10 on Figure 6)
         4. Pavement – Drill thirteen (13) 5-ft cores through the existing roadway, base, and subgrade at various roadway locations (C-1 to C-13 on Figure 6).
      ii. Sampling

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1. Samples of non-cohesive soils (sands) will be obtained employing split-barrel sampling procedures in general accordance with the procedures for "Penetration Test and Split-Barrel Sampling of Soils, (ASTM D1586)." Standard penetration tests (SPT) will be recorded in granular soils.
2. Cohesive soils will be sampled using a Shelby tube sampler and a hand penetrometer will be performed in the field to estimate shear strength.
3. Short term measurements of groundwater will also be made in each boring prior to grouting the boreholes, where required.

iii. Piezometer Installation for Groundwater Observations

1. Upon completing sampling of select Sewer borings, five (5) piezometers will be installed for longer term observations of ground water levels. At the piezometer locations, a 10-ft long PVC screen with 0.010-in. openings will be installed at the target tip elevation. A 20/40 filter sand will be installed around the screen and extend 3 feet above the screen. A 2-ft thick bentonite seal will be placed above the filter sand with an additional 2 feet of sand placed above the seal. Then the annulus between the PVC riser and the bore hole will be tremie backfilled with grout. The PVC riser will extend to just below existing grade and will have a top cap. A flush mounted cover will be provided at the surface. Digital water level sensors will be installed inside the PVC piezometers to record near continuous water level readings. The water level readings will be periodically downloaded and used in evaluations.

b. Laboratory Testing

i. All samples obtained from the borings will be transported to the testing laboratory and each sample will undergo the following tests.

1. Supplementary Visual Classification (ASTM D2487) will be performed on each base and soil sample obtained.
2. Water Content Tests (ASTM D2216) will be performed on each base and soil sample obtained.

ii. Depending upon the actual subsurface conditions encountered, engineers will assign some of the following tests on selected samples, as necessary to properly classify the soils and determine overall strength and index properties of the soil profile at the site.

iii. Depending upon the actual subsurface conditions encountered, engineers will assign some of the following tests on selected samples, as necessary to properly classify the soils and determine overall strength and index properties of the soil profile at the site.

1. Atterberg Limits Tests (ASTM D4318) will be performed on select base and soil samples obtained.
2. Percent Material Finer Than The #200 Sieve Tests (ASTM D1140) will be performed on select base and soil samples obtained,
3. If gravel is present within the base or soil samples, No. 4 Sieve Tests will be performed on selected samples to determine percent gravel,
4. Particle Size Analysis (ASTM D422) will be performed on select soil samples,
5. Unconfined Compression Strength Tests (ASTM D2166), and
6. Unconsolidated undrained triaxial strengths tests (ASTM D2850)

iv. All phases of the laboratory testing program will be performed in general accordance with applicable ASTM Specifications.

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c. Analysis
    i. General Soils and Design Considerations
    ii. Design Considerations for Underground Utilities
        1. These recommendations will include lateral earth pressure estimates, open and braced excavation recommendations, and bedding and backfill recommendations.
    iii. Design of Pavement Sections
    iv. Preliminary Design Information for Proposed Pump Station
        1. Recommendations will include estimates of allowable soil bearing values for foundation support of the pump station, estimates of settlement, and preliminary bulkhead analysis. Assistance will be provided to the structural engineers on lateral earth pressures and excavation support evaluations, as necessary at this stage. A global stability analysis will be performed on the proposed pump station with respect to the existing slip using slope stability analysis software. During Phase A only post-construction cases will be considered. General construction considerations will also be considered.
    v. Final Design Information for Proposed Pump Station
        1. This will include slope stability analyses of during construction and after construction cases with respect to the existing slip. A preliminary assessment for a cofferdam will be provided that includes a braced excavation and recommendations for dewatering/pressure relief. These analyses would be performed such that the structural engineer can provide a preliminary design for cost estimating purposes. The final design of temporary excavation support systems will be the responsibility of the construction contractor. The cofferdam design will be brought to the 60% design Level. The cofferdam will not be included in the final construction plans.

d. Deliverables
    i. Preliminary Geotechnical Investigation Report with results of boring logs and lab testing
    ii. Final Geotechnical Engineering Report

5) Regulatory Compliance, Permitting, and Stakeholder Coordination
    a. Environmental Assessment
        i. NEPA compliance support

    b. U.S. Army Corps of Engineers Permit (USACE)
        i. Attend preapplication meeting with USACE
        ii. Prepare and submit application for Section 10/404 permit based on preferred alternative.
        iii. Prepare and submit responses to agency review comments

    c. TCEQ
        i. Prepare and submit Notice of Intent for Stormwater General Permit for Construction Activities (TXR150000).

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d. TGLO
   i. Coordinate with the Texas General Land Office regarding whether a State Coastal Boundary Survey (CBS) and/or Coastal Land Use Lease is required for this project. Since the proposed pump station footprint is not on State-owned land it is assumed that a CBS and lease will not be required for this project.

e. TxDOT
   i. Obtain any available as-built information for impacted areas
   ii. Conduct a coordination meeting to discuss scope and impacts to TxDOT ROW, review proposed traffic control plan, sequence and schedule of work
   iii. Prepare and submit required documentation and acquire permits for approval to work within TxDOT ROW. Based on coordination with TxDOT, no permit fee will be required.

f. Additional Stakeholder Coordination
   i. Additional coordination may be required with the following entities
      1. Galveston Park Board
      2. Galveston County
      3. Texas Historical Commission
         a. The scope of work is limited to coordination with the City's Historic Preservation Officer. Hiring an archeologist to study or monitor the project area is not included in the scope.
   ii. Also included in the scope is time to determine any requirements of the stakeholder associated with the project. It is not anticipated that more than one meeting will be required with each entity.

6) Hydrologic and Hydraulic (H&H) Study

The H&H Study will be used to analyze the existing South Shore system as identified in the RFQ. The H&H study shall utilize field survey data collected for the project. The proposed improvements will also include the use of check valves or gates to isolate the South Shore Project from water levels in English Bayou.

The H&H model developed for this project will have the ability to seamlessly integrate one-dimensional flow in the pipe network with two-dimensional surface flow. The model domain developed for this project would involve extending the existing model for the South Shore System to the adjacent drainage systems specifically West P drainage area and drainage area West of 61st street. It is recommended that the model domain cover this entire area. Additionally, by expanding the domain of the model it will improve the accuracy of the results within the project boundary. Improvements and benefits will only be evaluated within the project boundary.

The Stantec team will meet with the Master Plan consultants and the COG to coordinate H&H efforts. It is assumed that 2 meetings will be required.

The H&H Study will be an appendix to the Environmental Assessment that is required for the project. The existing conditions model will cover the No Action Alternative, which is a requirement of the Alternatives Analysis in the EA. Two proposed conditions alternatives will also be analyzed and would be anticipated to include the proposed gravity system improvements with and without a pump station.

a. Prepare H&H Report including the following sections:
   i. Introduction/Purpose
   ii. Data Collection
   iii. Rainfall Evaluation
      1. Design storm events included: 25 and 100-year. 5 and 10-year runs will be

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performed for confirmation and data at the end of the modeling effort.

iv. Model Development
    1. Model Domain (Figure 5)
        a. The model domain will include the following areas
            i. Bayou South Shore (340 acres) (Project Footprint)
                1. Detailed topographic surveys will be conducted in this area between 61st St and 57th/Saladia Streets that overlap with streets identified in the grant application SOW
                2. The remaining area east of 57th/Saladia Streets will be topographic surveys of the existing drainage system features only
                3. Modeling will include proposed drainage upgrades
            ii. 59th Street (32 acres) (Project Footprint)
                1. Detailed topographic surveys will be conducted in this area
                2. Modeling will include proposed drainage upgrades
            iii. West T1/2 St. (58 acres) (Project Footprint) (Alternate Area)
                1. Detailed topographic surveys will be conducted in this area.
                2. Modeling will include proposed drainage upgrades.
            iv. West P (394 acres)
                1. Gravity system will be based on topographic surveys of existing drainage system. Drainage information (size, rim, inv, material, etc.) will be collected.
                2. Modeling will include proposed drainage upgrades
            v. West K (295 acres)
                1. Will be included in modeling domain. Gravity system will be based on GIS information
                2. No proposed improvements will be evaluated for this drainage area.
            vi. North Bayou Shore (40acres)
                1. Will be included in modeling domain. Gravity system will be based on GIS information
                2. No proposed improvements will be evaluated for this drainage area.
            vii. English Bayou (104 acres)
                1. Hydrographic survey information will be utilized for this area.
                2. No proposed improvements will be evaluated for this drainage area.
            viii. Area West of 61st.
                1. Drainage areas adjacent to the project area will be included in modeling domain. Gravity system will be based on GIS information
                2. No proposed improvements will be evaluated for this drainage area.

    2. Hydrology
    3. Hydraulics

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4. Boundary Conditions
5. Model Calibration/Validation

v. Existing Conditions Model Results
   1. Model will be used for No Action Alternative in EA

vi. Proposed Conditions Model Results. Model will demonstrate:
   1. Proposed conditions without pump station
   2. Proposed conditions with pump station

vii. Appendices
   1. Data Collection Notes
   2. Model Inputs/Outputs
   3. Water Surface Profiles
   4. Inundation Maps
      a. Maps will only be developed for the 25 and 100-year storms (existing and proposed conditions scenarios)

b. Coordination with Grant Administrator
   i. Provide the required information from the H&H Study.

c. Deliverables
   i. H&H Report (as defined above)
   ii. Updates to 2003/2007/2023 Master Plans
      1. Updates will include Plan View exhibits similar to those presented in the 2003/2007 Master Plans cover the project area and proposed improvements
   iii. 2-D animations of the 25-year and 100-year storm events for existing and proposed conditions
      1. The animation will be set up to run existing and proposed conditions concurrently (side by side).
   iv. Ponding results in shapefile format.
   v. Cross-Sections of the inundation level at up to 3 locations that show the ponding level in the relative to existing structures.

7) Numerical and Physical Modeling

Numerical models and physical models of the inflow basin, intake, and pumps for the pump station will be performed to verify the proposed design is adequate with respect to flow patterns and pump operating efficiency and meets criteria as defined in ANSI/HI Intake Design Standards. The results of the model study shall be used as the basis for refining the final layout and configuration of the pump station. The system shall conform to the standards outlined in USACE Engineering Manuals (EM) 1110-2-3102 and 1110-2-3105. The final intake shall include designs for slope stability and scour. Physical model studies shall be conducted on the pump station in accordance with Hydraulic Institute (HI) Standards (ANSI/HI 9.8-2018). The pump intake physical model will include all pumps, all intake screens, and an adequate station approach channel length to ensure proper flow distribution approaching the pump. The model shall consider the effects of the drainage structure intake as required to optimize the pumping stations' flow pattern and operating efficiency. The modeling conditions shall include a maintenance exercise to ensure adequate water circulation/pump submergence. The testing shall include video processing, data analysis and testing results write-up. The physical models shall be at an appropriate scale defined by the HI Standards and shall demonstrate that the intake meets HI standards for surface and submerged vortices, swirl angle, and time averaged velocity at a point. Models shall be configured to facilitate observation of both surface and underwater conditions. Physical Models shall demonstrate that the pumping station meets the minimum acceptance criteria of the Hydraulic Institute (ANSI/HI 9.8.5.6). The model study shall be conducted as early as practicable, and any required refinements incorporated.

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a. Prepare Numerical and Physical Modeling Report(s)
    i. Draft and final reports for pump station model including the intake and discharge (CFD only) results. The report will include an introduction; a description of model fabrication, scaling theory, and instrumentation; test procedures; a discussion of test results; conclusions and recommendations; tabulated test data; drawings of the model test arrangements; drawings of recommended design revisions (if any); and color photos of pertinent flow phenomena.
    ii. An electronic copy of the draft and final report in PDF format will be provided.
    iii. Upon receipt and resolution of comments on the draft reports, the final report will be prepared.
b. Deliverables
    i. Modeling Report(s) (as defined above)

8) Basic Design Services
a. Design Criteria Development
    i. Document all known design requirements for the project including but not limited to:
        1. General Geometry, Design Life, and Operating Conditions
        2. Design Codes and Computer Software
        3. Geotechnical Data
        4. Design Loads
        5. Materials
        6. Structural Requirements
        7. Mechanical and Electrical Requirements
        8. Load Cases

b. Design
    i. Gravity Drainage Improvements
    The design for all work associated with the proposed gravity system improvements including but not limited to the following:
        1. Removal and replacement of existing storm sewer lines, inlets, manholes or junctions
        2. Identification of storm sewer lines that need cleaning. This will be included in the construction contract.
        3. Pavement removal and replacement
            a. Full depth replacement above installation of new storm sewer lines
            b. Rehabilitation (mill and overlay) of existing pavement within the right-of-way
            c. Shall include the pedestrian ramps to be installed where required by code
        4. Temporary Traffic Control and Construction Phasing
        5. Erosion Control and SWPPP
        6. Relocation or replacement of existing utilities including water and sewer lines
            a. It is assumed that the only lines that will be eligible for full replacement would be those that run parallel to the proposed gravity system improvements and would potentially require full relocation to accommodate proposed gravity system improvements. Perpendicular crossings of the gravity system improvements will only replace or relocate enough of the utility needed to mitigate the conflict.

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ii. Pump Station Design Features:
The proposed pump station will be designed to incorporate the following design features as established by the City:

1. Below ground stormwater pump station.
2. Gravity outfall bypass from proposed gravity storm sewer to influent sedimentation system.
3. Isolation valve for isolating gravity drainage system from tidally influence water levels in the Bayou.
4. Diversion valve for diverting stormwater from upstream drainage area to the influent sedimentation system.
5. New power source the pump station to be designed accordance with the electrical power provider.
6. Elevated pad for diesel power generator, control panel, and diesel tank for 5-day minimum operation of the generator, elevated above the 500yr Base Flood Elevation.
    a. Generator must be enclosed, have a debris impact housing, and shall be wind/storm certified. Reference requirements in FEMA 543 and 577 Design Guides.
7. Pump Station Outfall Protection
    a. Protection pilings, NAVAIDs, warning signs.
8. Outfall Scour Protection
9. Equipment Room
10. Operations/Control Room

iii. Pump Station Design Tasks

1. Computational Fluid Dynamics Modeling
A CFD model of the sedimentation tank, baffles or underflow/overflow weir, pump intake, is proposed using FLOW3D/ANSYS software to aid in the design of the following components/considerations:
    a. Influent sediment tank size (length, width, height) that can adequately handle design flows. If it is determined that a sediment trap cannot be located at the pump station site other sediment trap options will be investigated.
    b. Influent sediment tank baffle size, location and baffle openings. Baffles will likely be needed to enhance sedimentation.
    c. Operating depth (to reduce air cavitation effects in the pump) for an efficient flow of water and adequate sediment removal before flow reaches the pump.
    d. Distance between baffles and pump bay (the geometry of which usually is a function of the pump capacity and installation elements are pre-determined by pump vendor) must be long enough so that eddies are dissipated, and entrained air can escape.
2. Civil Design
    a. Shall include the design of all civil features around the pump station site including demolition, paving, utilizes, grading and drainage around the pump station structure, construction phasing plan, scour protection, and erosion control.
    b. Civil Drawings

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i. Geometric Plan
ii. Paving Plan and Details
iii. Utility Plan and Details
iv. Grading/Drainage Plan
v. Erosion Control Plan
vi. Construction Phasing Plan
vii. Outfall protection Plan and Details
viii. Miscellaneous Civil Details

3. Structural Design
   a. Includes the design of the foundation to support the pump station sump, the design of the sump which is assumed to constructed of cast-in-place reinforced concrete, and the above ground portions of the operations/control room and generator pad. Structural design will also include the design of large junction boxes that may be required at the diversion or isolation valves and the foundation and structural design of the sedimentation tank. A component of the design will also include the replacement of a portion of the bulkhead along the existing slip. All structures will be designed in accordance with the design loads and load cases stated in the design criteria document provided in Phase A of the scope of work.
   b. Structural Drawings
      i. Foundation Plans and Details
      ii. Floor Plans & Details
      iii. Roof Plans & Details
      iv. Wall Section & Details
      v. Sedimentation Tank Design
      vi. Bulkhead Plan, Sections, and Details
      vii. Miscellaneous structural details
4. Mechanical Design
   a. Includes the design of the mechanical systems associated with the pumps, emergency backup generator and fuel system required to meet the minimum operating conditions. The design scope includes the following:
      i. Confirm final flow requirements for the station
      ii. Perform final hydraulic calculations, size and select pump
      iii. Finalize piping design
      iv. Finalize equipment layout and coordinate with civil, structural, electrical, and architectural
      v. Perform final heat load calculations for operator control room
      vi. Select and design HVAC system and equipment selection
      vii. Develop mechanical specifications
5. Electrical Design
   a. Determination of required electrical equipment based on operating requirements for the pump station which will include:
      i. Definitive sizing – power distribution system & conductors, electric motor controls, transformers, motor control center, generator, and transfer switch.
      ii. Prepare electric drawing set.
      iii. Complete Electric Division specifications including generator.

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iv. Complete Electric design basis for project manual.

b. Coordinate with power supplier to determine and size required service

c. Electrical Drawings
   i. Electrical One-line Diagrams
   ii. Electrical Power Plan
   iii. Electrical Conduit and Cable Routing Plan
   iv. Electrical MCC Elevations
   v. Electrical Duct Plans and Details
   vi. Electrical Power Panel Schedules
   vii. Electrical Installation Details

6. Instrumentation/Control System
   a. Determination of required instrumentation and control system for the proposed pump station and will include:
      i. Complete I/CS portion of P&ID
      ii. Complete Instrument Index
      iii. Prepare instrument specification sheets
      iv. Complete Control System Functional Description
      v. Finalize SCADA/telemetry requirements, prepare Communications Block Diagram
      vi. Complete Instrumentation/Control System design basis for project manual
   b. Instrumentation/Control System Drawings
      i. Process & Instrumentation Diagram
      ii. Instrument Specifications Sheets
      iii. Instrumentation Location Plan
      iv. Instrumentation Conduit and Cable Routing Plan
      v. Control System Functional Description
      vi. Communications Block Diagram
7. Plumbing
   a. Determination of required instrumentation and control system for the proposed pump station and will include:
      i. Select final location of domestic water and sewer system tie in points.
      ii. Finalize plumbing design.
      iii. Coordinate with civil, electrical, and architectural.
      iv. Develop plumbing specifications (appx. 12 section).
   b. Plumbing Drawings
      i. Plumbing Site Plan Drawing
      ii. Plumbing Underground Drawing
      iii. Plumbing Plan Drawing
      iv. Plumbing Riser Diagrams
      v. Plumbing Details
      vi. Plumbing Schedule
8. Architectural Design
   a. Design Development and Code Analysis
      Expand on the Schematic Design Documents approved by the City, more specifics are applied to the Project in a linear fashion. This includes the refinement of plans, elevations, coordination with other disciplines to ensure that all trades needs are met, and creation of a

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draft specification for the City's review and approval. Further development of the 3D modeling will also provide a basis for more realistic imagery of the facility in this phase of work. At the same time, Design Development provides the appropriate time to research and respond to Code requirements and have discussions with regulatory agencies with jurisdiction. Background drawings will be provided to team members in their desired format. The Scope of Work will also include design considerations for noise mitigation through building design and/or material selection.

b. Construction Documentation and Architectural Specifications: Based on the approved Design Development documents by the Owner, the Architects will provide detailed, dimensioned and annotated Construction drawings and specifications to appropriate scale and desired format. These documents provide the basis for Project bidding, permitting, and construction.

c. Deliverables
   i. 30% Design
      1. Conduct a design 30% Design workshop
      2. Record questions and comments and prepare responses
      3. 30% Cost Estimate

   ii. 60% Design Submittal
      1. 60% Plans
         a. Gravity drainage system - Includes all required plan sheets minus details.
         b. Pump Station - Includes all drawings minus rebar and connection details.
      2. 60% Cost Estimate
      3. Preliminary Noise Study
      4. Preliminary Vibration Analysis
      5. Final CFD Modeling Report
      6. Final Physical Modeling Report
      7. Draft of technical specifications
      8. Design Report
      9. 30% Comment Responses
   iii. 95% Design Submittal
      1. 95% Plans
         a. Includes all required drawings including detail sheets.
      2. 95% Cost Estimate
      3. Completed Technical Specifications
      4. Final Noise Study
      5. Final Vibration Analysis
      6. Bid Form
      7. Design Report
      8. 60% Comment Responses
   iv. 100% Design Submittal
      1. 100% Plans
      2. 100% Cost Estimate

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3. Completed Technical Specifications
4. Bid Form
5. Design Report
6. 95% Comment Responses

Note: All water and sanitary sewer relocations or replacements will be included in the design submittals.

9) **Proposal/Bid Phase** - Assist the Purchasing Department with the procurement process.
   a. Provide complete proposal/bid documents. The City will provide the front end documents to be included in the bid package. The engineer will assume that the 100% design plans and specifications with be used for the Bid package without changes.
   b. Answer question that arise during procurement.
   c. Prepare response to those questions and if necessary, prepare addenda materials to be issued by the Purchasing Department.
   d. Review and participate in the evaluation of proposals/bids.
   e. Review the proposal/bid for completeness and compliance with requirements of the work.
   f. Participate in any value engineering efforts required due to budget constraints or proposed design changes by the selected proposal/bid.
   g. Attend any negotiations for a best and final proposal/bid.
   h. Provide recommendation letter for the most qualified proposal/bid that is in the City of Galveston's best interest.
   i. Provide construction set of plans and specifications incorporating addenda

Phase 2 – Construction

Phase 2 of the contract will be reevaluated with respect to SOW and the provided estimate due to the uncertainty of the construction time and level of construction oversite required based on design.

1) Construction Phase
   a. Conduct pre-construction meeting.
   b. Review and respond to RFI and submittals in the time frame required by Owner or per contractual obligations. Prioritize those with long lead times and as requested by contractor. Maintain and regularly distribute a log of RFI and submittals.
   c. Provide revised plans and specifications if needed to address RFIs and items dictated by site conditions.
   d. Regularly, as necessary to assure construction is compliant with the contract for construction, observe the work utilizing specialist qualified in each discipline to determine the Contractor is providing what is required in the construction contract for construction.
      i. Provide observation of construction activity at the beginning of each construction activity accompanied by the City of Galveston Inspector. Coordinate with the inspector to assure there is agreement and understanding of what is required by the contract and that it is being delivered by the Contractor.
      ii. Provide a regular (monthly) written report of all observations and project status related to compliance with the construction contract.
      iii. Provide direction to the Contractor to correct non-compliant work and follow up to assure it is corrected.
      iv. Monitor schedule conformance by contractor and provide guidance on schedule recovery.

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v. Prioritize responses to unresolved issues to limit conflict with project sequencing.

e. Inspections and Testing
   i. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
   ii. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
   iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
   iv. Provide material testing services. Contractor will provide all testing services. Engineer will provide periodic compliance (QA) testing.

f. Review project related activities and observe the progress of the construction completion on at minimum a bi-weekly basis, or as requested by Owner, utilizing specialist qualified in each discipline (dependent on phase of construction), including regular visits to the project site during construction.

g. Attend and preside over regularly scheduled project meetings.

h. Provide agenda and meeting minutes including a running log of unresolved issues for project team's use.

i. Provide a running (monthly) Change Management log of proposed construction changes regardless of origin, cost and time associated with changes, recommendation or rejection of proposed changes, and the status of directives or change orders.

j. Certify Applications for payment as correct for quantity and acceptability of work in place after resolving and discrepancies identified by project team. City of Galveston Construction Department will be providing daily inspection available to the Engineer with the quantity of work as observed. Engineer will rely on both this report and personal observation to confirm those quantities and acceptability before certification.

k. Respond to questions (RFI-Requests for Information) from Contractor with the definitive answer and:
   i. Prepare written response to all questions, basing that response on a thorough review of all contract documents and professional engineering practices.
   ii. Interpret the contract documents fairly and equitably when there is an RFI or issue raised from either the Owner or Contractor that the scope of work must be clarified and/or detailed further.
   iii. Prepare any supplemental instructions as necessary to complete the work.
   iv. Review and comment on all supplemental costs associated with the project.
   v. Prepare all necessary documentation, including Change Directives/Change Orders to increase or decrease the scope of work as required for a complete project.
   vi. Evaluate all changes and supplemental direction for schedule impacts to limit the delay of claims.
   vii. Seek consensus from project team on project related direction so clear and concise direction can be provided in the shortest amount of time.

l. Resolve any disagreement of the prior project meeting minutes

m. Prepare a report at substantial completion of the work and issues the substantial completion letter.

n. Prepare a report at the final completion of the work and issue final completion letter.

o. Contractor to provide as-built drawings on a monthly basis and the engineer will verify completeness. Engineer will coordinate with contractor if changes and resubmission are required. Engineer will track the as-built drawings and provide a complete as-built set at the end of construction.

p. Review submitted project close out documentation for completeness and accuracy.

q. Complete an inspection of the completed work prior to the end of any warranty provided by the

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contract.

Other potential additional services (Not included. Scope to be adjusted based on city's determination)

- None

Attachments

Figure 1 – Boundary Survey
Figure 2 – Topo Survey
Figure 3 – Utility Survey
Figure 4 – Hydro Survey
Figure 5 – Modeling Domain
Figure 6 – Boring Locations
Figure 7 – H&H Modeling Scenarios

Preliminary Schedule

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Legend

- Boundaries
- Pump Station Property Boundary

Feet
0 125 250 500

1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
2. Basemap: Esri, HERE, Garmin ©, OpenStreetMap contributors, and the GIS user community
3. Elevation Data: USACE, 2016

City of Galveston
South Shore Drainage Improvements

Figure 1 - Boundary Survey

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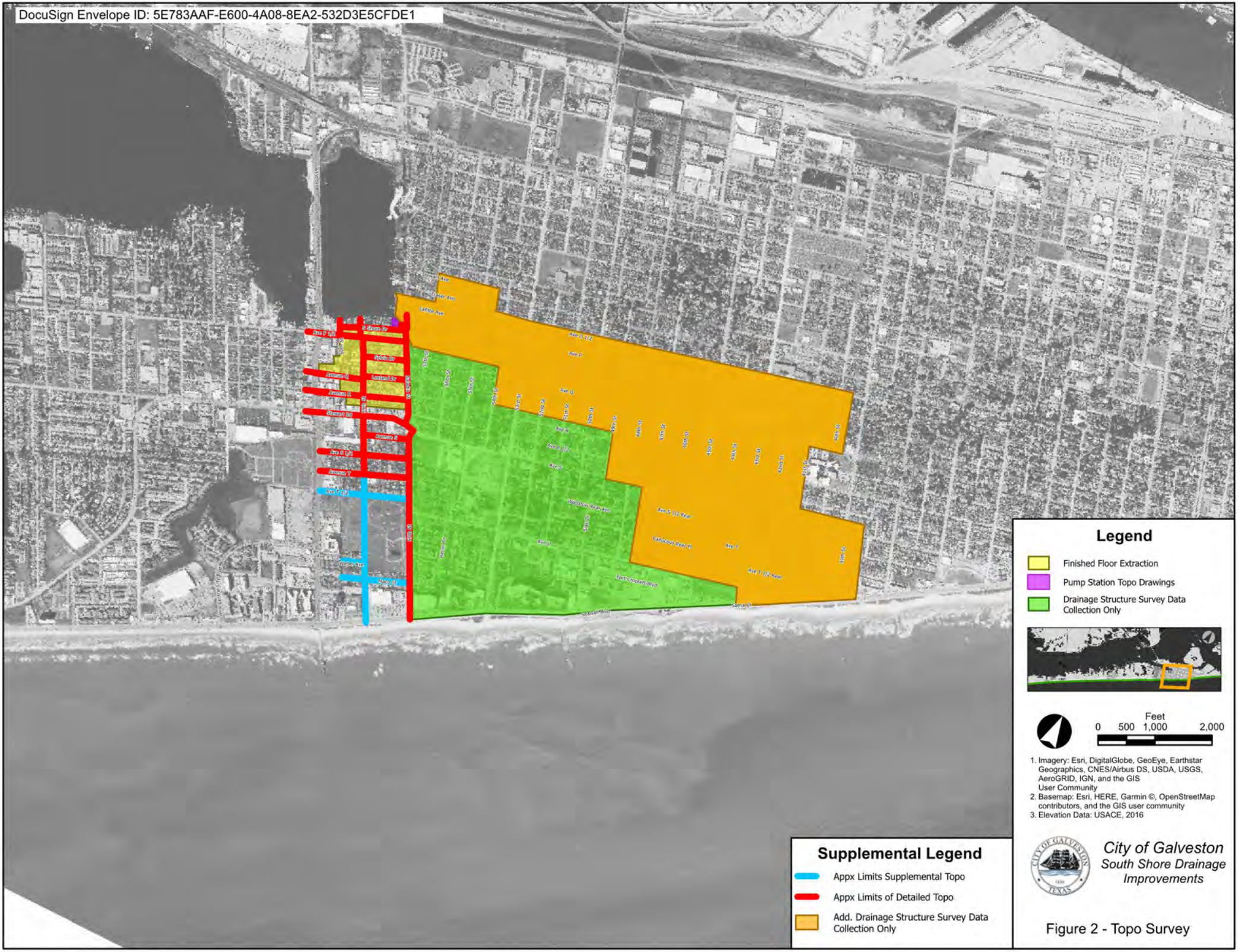

Figure 2 - Topo Survey

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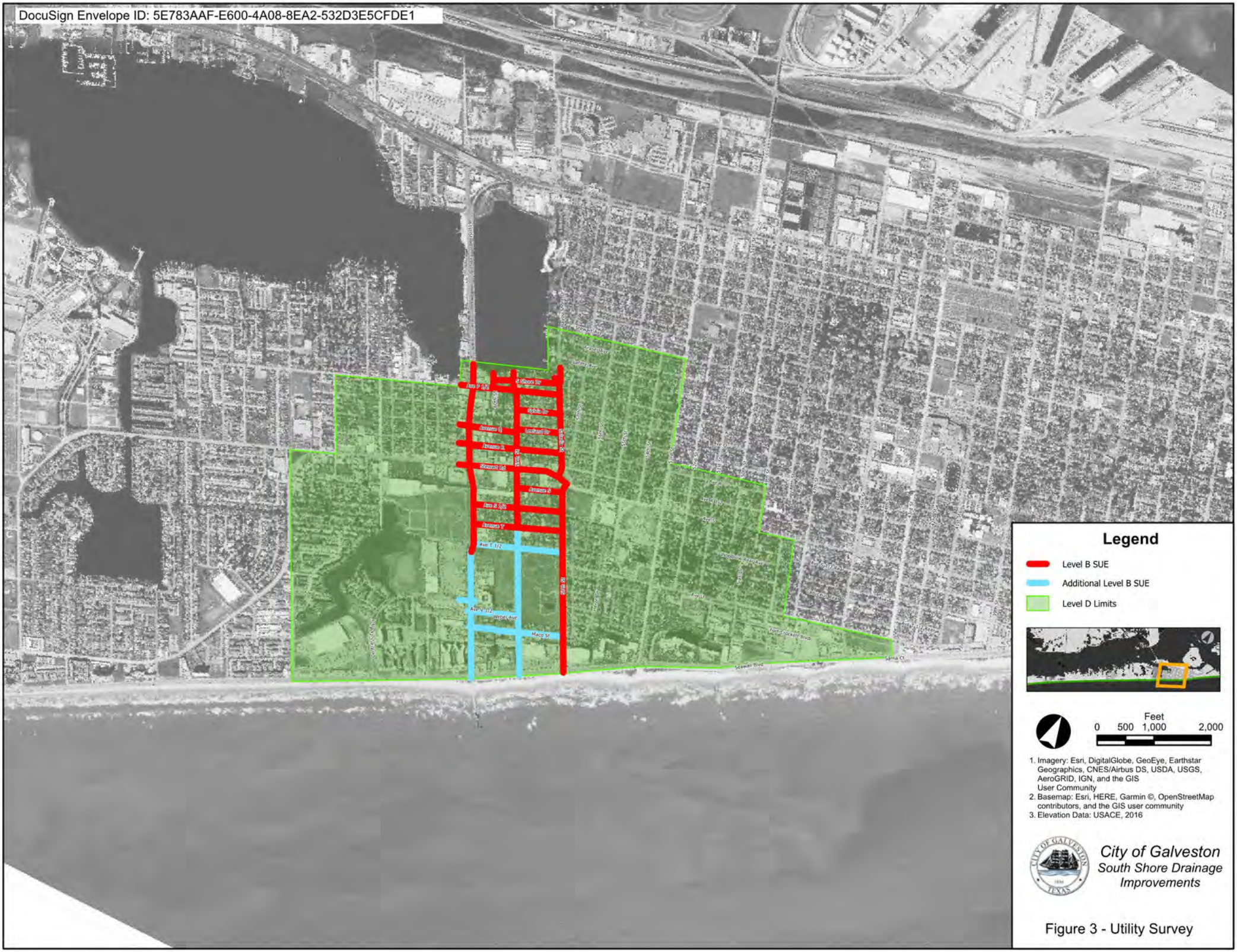

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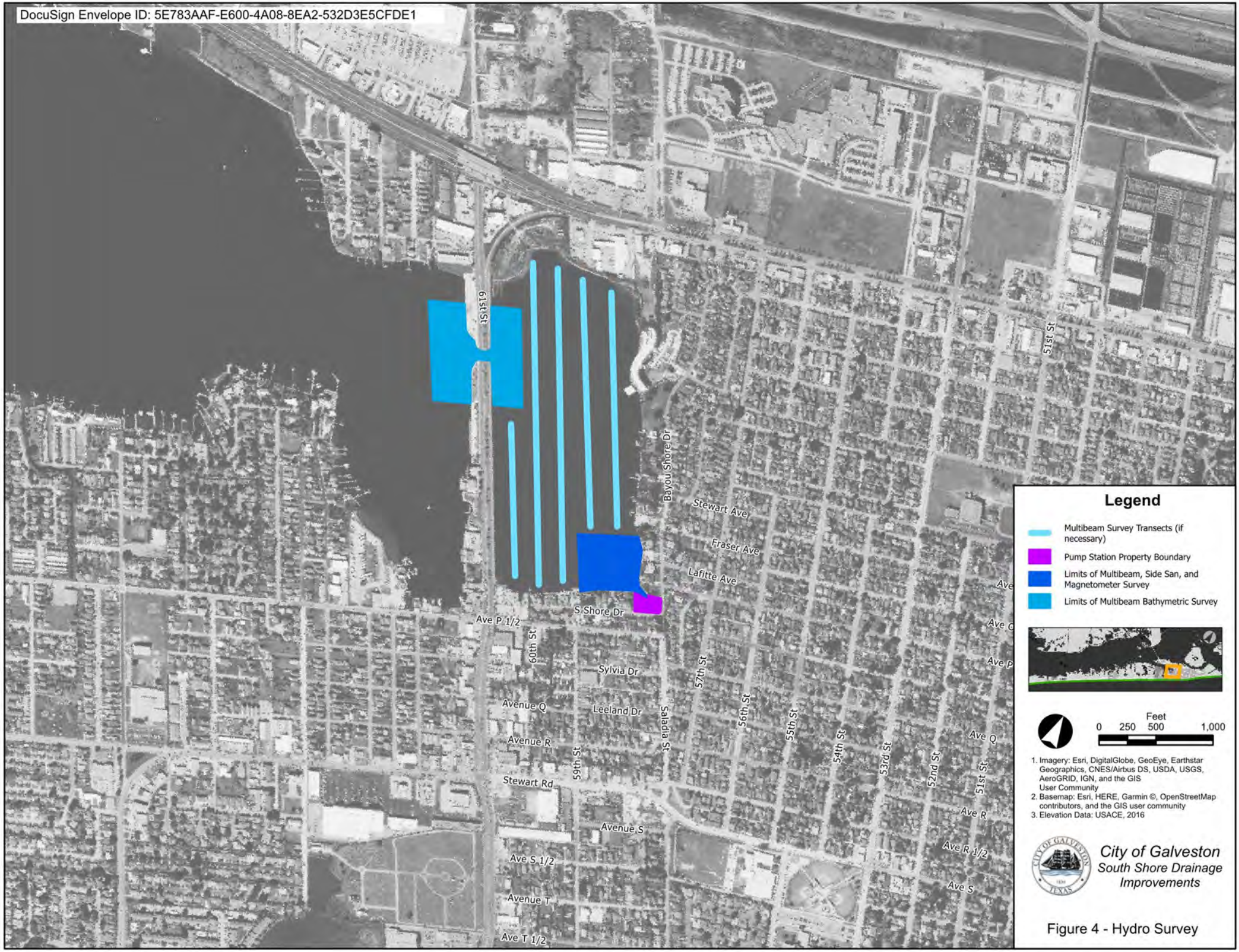

Figure 4 - Hydro Survey

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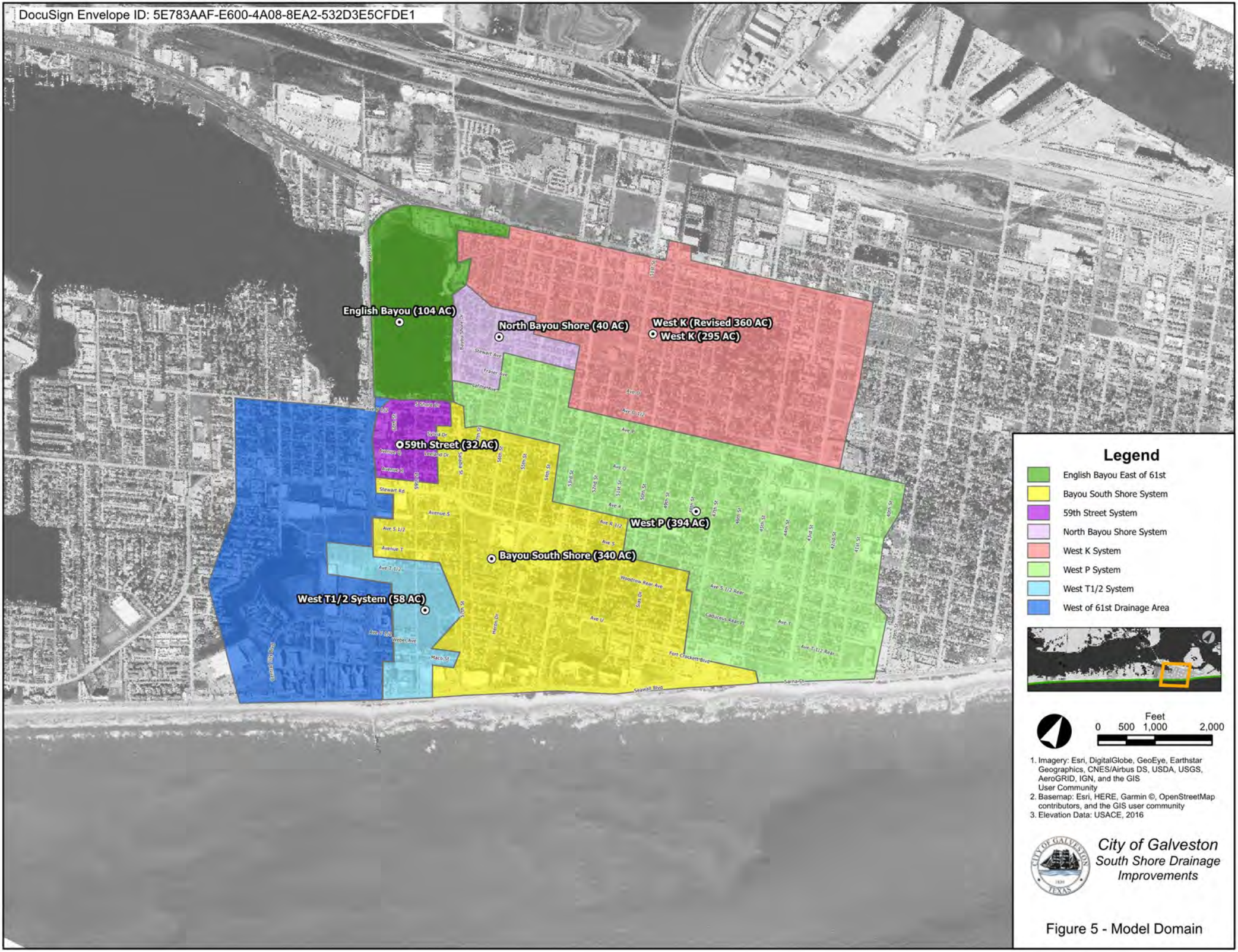

Figure 5 - Model Domain

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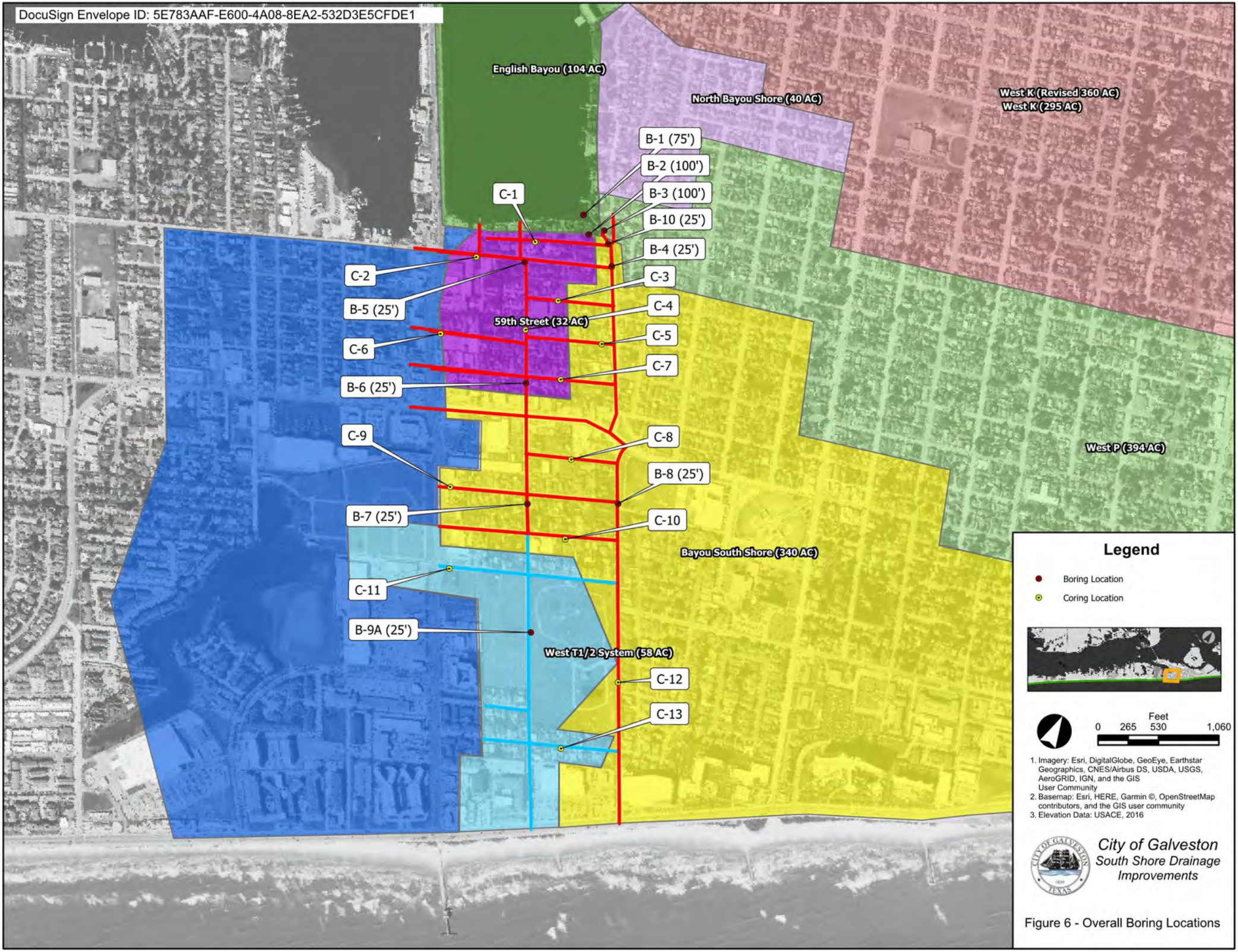

Figure 6 - Overall Boring Locations

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Figure 7 – H&H Modeling Scenarios

	Scenario	Recurrence Interval[1]				Tide Condition[2]			Locations of Collection System Improvements			
		5-yr	10-yr	25-yr	100-yr	Normal Tide	High Tide	Future High Tide with SLR[4]	Grant SOW (57th to 61st)	West P Connected to PS	Bayou Shore System	West P System
Existing Conditions	EX - 5yr - Normal	x				x						
	EX - 10yr - Normal		x			x						
	EX - 25yr - Normal			x		x						
	EX - 100yr - Normal				x	x						
	EX - 5yr - High	x					x					
	EX - 10yr - High		x				x					
	EX - 25yr - High			x			x					
	EX - 100yr - High				x		x					
Proposed Conditions No PS	PR - No PS - 5yr - High	x					x		x			
	PR - No PS - 10yr - High		x				x		x			
	PR - No PS - 25yr - High			x			x		x			
	PR - No PS - 100yr - High				x		x		x			
	PR - No PS - 5yr - High SLR		x					x	x			
	PR - No PS - 10yr - High SLR		x					x	x			
	PR - No PS - 25yr - High SLR			x				x	x			
	PR - No PS - 100yr - High SLR				x			x	x			
Proposed Conditions with Pump Station	PR - PS - 5yr - Normal	x				x			x	x		
	PR - PS - 10yr - Normal		x			x			x	x		
	PR - PS - 25yr - Normal			x		x			x	x		
	PR - PS - 100yr - Normal				x	x			x	x		
	PR - PS - 5yr - High	x					x		x	x		
	PR - PS - 10yr - High		x				x		x	x		
	PR - PS - 25yr - High			x			x		x	x		
	PR - PS - 100yr - High				x		x		x	x		
	PR - PS - 5yr - High SLR	x						x	x	x		
	PR - PS - 10yr - High SLR		x					x	x	x		
	PR - PS - 25yr - High SLR			x				x	x	x		
	PR - PS - 100yr - High SLR				x			x	x	x		
	PR - PS - w/o WP - 25yr - Normal			x		x			x			
	PR - PS - w/o WP - 100yr - Normal				x	x			x			
	PR - PS - w/o WP - 25yr - High			x			x		x			
	PR - PS - w/o WP - 100yr - High				x		x		x			
	PR - PS - w/o WP - 25yr - High SLR			x				x	x			
	PR - PS - w/o WP - 100yr - High SLR				x			x	x			
Proposed Conditions with PS & Future Improvements	PR - PS - wFTR - 5yr - Normal	x				x			x	x	x	x
	PR - PS - wFTR - 10yr - Normal		x			x			x	x	x	x
	PR - PS - wFTR - 25yr - Normal			x		x			x	x	x	x
	PR - PS - wFTR - 100yr - Normal				x	x			x	x	x	x
	PR - PS - wFTR - 5yr - High	x					x		x	x	x	x
	PR - PS - wFTR - 10yr - High		x				x		x	x	x	x
	PR - PS - wFTR - 25yr - High			x			x		x	x	x	x
	PR - PS - wFTR - 100yr - High				x		x		x	x	x	x
	PR - PS - wFTR - 25yr - High			x			x		x	x	x	
	PR - PS - wFTR - 100yr - High				x		x		x	x	x	
	PR - PS - wFTR - 5yr - High SLR	x						x	x	x	x	x
	PR - PS - wFTR - 10yr - High SLR		x					x	x	x	x	x
	PR - PS - wFTR - 25yr - High SLR			x				x	x	x	x	x
	PR - PS - wFTR - 100yr - High SLR				x			x	x	x	x	x

Notes:

1) Storm duration assumed to be 24-hour duration for each recurrence interval unless otherwise specified by COG.
2) Elevations used for normal and high tide will be evaluated and established during the H&H analysis.
3) Improvements will be evaluatued using primarily the 25-year and 100-year events. Runs for other events listed will be performed once the improvements have sized.
4) These runs will take into account relative sea level rise (SLR) for year 2075.

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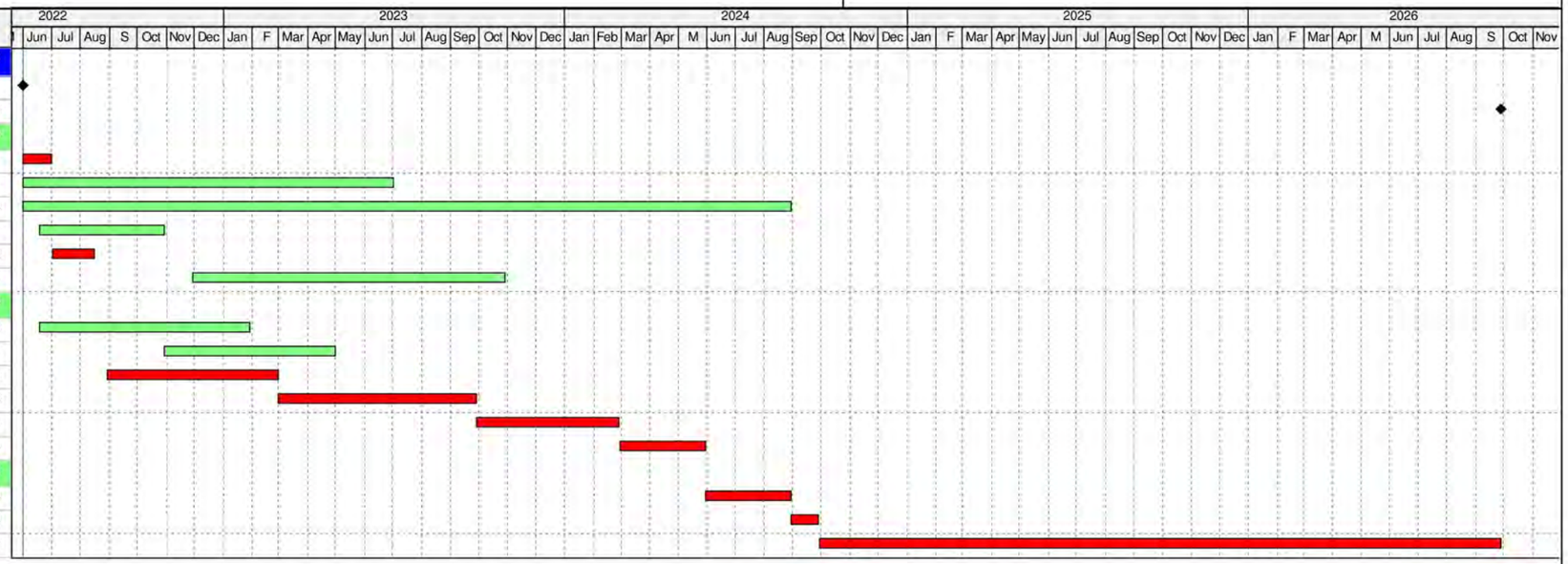
South Shore Drainage Project Proposed Schedule

Run Date : 13-Apr-22

Data Date: 01-Jun-22

Activity ID	Activity Name	Start	Finish
South Shore Drainage Project Proposed Schedule		01-Jun-22	28-Sep-26
0000	NTP	01-Jun-22	
9999	Project Complete		28-Sep-26
Data Acquisition and Permitting		01-Jun-22	29-Aug-24
A1000	Data Gap Analysis	01-Jun-22	01-Jul-22
A1010	Subsurface Utility Engineering	01-Jun-22	01-Jul-23
A1020	Utility Coordination	01-Jun-22	29-Aug-24
A1030	Surveying	19-Jun-22	29-Oct-22
A1040	Geotechnical Field Work	02-Jul-22	16-Aug-22
A1050	Permitting	29-Nov-22	29-Oct-23
Design		19-Jun-22	30-May-24
A1060	H&H Modeling	19-Jun-22	29-Jan-23
A1070	Physical Modeling	30-Oct-22	30-Apr-23
A1080	30% Design	30-Aug-22	28-Feb-23
A1090	60% Design	01-Mar-23	28-Sep-23
A1100	95% Design	29-Sep-23	28-Feb-24
A1110	100% Design	29-Feb-24	30-May-24
Construction		31-May-24	28-Sep-26
A1120	Advertisement	31-May-24	29-Aug-24
A1130	Award	30-Aug-24	28-Sep-24
A1140	Construction Duration and Completion	29-Sep-24	28-Sep-26



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

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Attachment A - Cost Proposal

BASIC SERVICES TOTAL	**$5,209,370.05**
PHASE 1 SUB-TOTAL	**$4,317,520.05**
Project Management	**$326,523.00**
H&H Modeling	**$344,808.00**
H&H Modeling	$252,584.00
CFD Modeling	$92,224.00
Design Phase	**$2,604,878.00**
30% Design Phase	$691,713.00
60% Design Phase	$964,746.00
95% Design Phase	$666,279.00
100% Design Phase	$282,140.00
Survey & Mapping	**$249,246.00**
Survey Coordination	$21,560.00
Boundary Survey	$27,295.00
TX State Boundary Survey	$12,265.00
Topographic Survey	$125,712.00
Bathymetric Survey	$12,414.00
Subsurface Utility Investigation	
SUE	$50,000.00
Utility Coordination	**$63,410.00**
Physical Modeling (Intake)	**$226,992.00**
Geotechnical Investigation	**$90,850.00**
Permitting	**$37,320.00**
Permitting Coordintation	$15,960.00
USACE Permitting	$9,575.00
TCEQ Permitting	$4,485.00
TxDOT Permitting	$7,300.00
Public Outreach	**$55,205.00**
Reimbursable Expenses	**$79,945.05**
Bidding and Proposal Phase	**$93,628.00**
Support Services	**$144,715.00**
Design	**$92,850.00**
30% Design (T ½ & 59th Street Area)	$26,800.00
60% Design (T ½ & 59th Street Area)	$26,800.00
95% Design (T ½ & 59th Street Area)	$29,200.00
100% Design (T ½ & 59th Street Area)	$8,500.00
Geotechnical Investigation (T ½ & 59th Street Area)	$1,550.00
Surveys	**$51,865.00**
Topo Survey (T ½ & 59th Street Area)	$10,110.00
Area "P" Survey	$41,755.00
PHASE 2 SUB-TOTAL	**$891,850.00**
Construction Administration Phase	$791,850.00
Support Services	
Construction Administration Phase	
Material Testing	$100,000.00

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Stantec

SSPS 2022 Rate Table

Category	Rate
Project Manager	$250.00
Project Design Manager	$230.00
Sr. Professional Engineer	$198.00
Sr.Structural Engineer	$198.00
Structural Engineer	$150.00
Sr. Civil Engineer	$185.00
Civil Engineer	$150.00
Sr. Geotech Engineer	$185.00
Geotech Engineer	$150.00
Sr. Electrical Engineer	$198.00
Electrical Engineer	$150.00
Sr Mechanical Engineer	$198.00
Mechanical Engineer	$150.00
Architect	$150.00
Hydraulic Engineer	$175.00
Cost Estimator	$150.00
Engineer Intern I	$90.00
Sr. Designer/Tech	$115.00
CAD Tech III	$105.00
Sr. Environmental Professional	$155.00
Environmental Professional	$125.00
Sr. GIS Analyst	$145.00
GIS Analyst	$105.00
Project Assistant	$75.00

EXHIBIT 2

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of offer)

__X__ **Appendix A (pages _9_ through _17_) must be included in the submittal.**

__X__ **Appendix B – G (pages_19_ through _25_) all forms must be complete and included in the submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- [X] Appendix B – Conflict of Interest
- [X] Appendix C – House Bill 89 Verification
- [X] Appendix D – Property Tax Statement
- [X] Appendix E – Nepotism Statement
- [X] Appendix F – Non-Collusion Statement
- [X] Appendix G – Certification Regarding Debarment

__X__ **Appendix J & Appendix K (pages_28_ through _53_) must be included in the submittal.**

All qualifications submitted to the City of Galveston shall include this page with the submittal.			
RFQ Number:	**21-02**		
Project Title:	**South Shore Drainage Project**		
Submittal Deadline:	**10:00 A.M.(CST), Monday, September 13, 2021**		
Submit Electronically: **Upload Submittals Here**			
Offeror Information:			
Offeror's Legal Name:	Stantec Consulting Services Inc.		
Address:	910 Louisiana St Suite 2600		
City, State & Zip	Houston, TX 77002		
Federal Employers Identification Number #	11-2167170		
Phone Number:	(305) 332-1379 (cell)	**Fax Number:**	(713) 548-5701
E-Mail Address:	dan.grandal@stantec.com		

Offeror Authorization

I, the undersigned, have the authority to execute this Offer in its entirety as submitted and enter into a contract on behalf of the Offeror.

Printed Name and Position of Authorized Representative: Dan Grandal, PE, CFM, LEE AP, Vice President

Signature of Authorized Representative: _____

Signed this 13 (day) of September (month), 2021 (year)

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I. *REQUIRED SUBMITTAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION*

1. Proposed Products and/or Services

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFQ. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. This section intentionally left blank.

3. Term of Qualified Firm:

Firm(s) selected for work will be asked for proposals and terms of the contract negotiated at the time of selection for this specific project.

4. Proposer's Experience / Staff

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 67 **; and the number of employees:** 16,644 (North America)

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D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of Miami, Office of Capital Improvements	
Contact Name: Hector Badia	Contact Title: Assistant Director
Phone: 305-416-1236	Email: hbadia@miamigov.com
Date and Scope of Services Provided: Belle Meade Drainage Improvements and Pump Station, 2006-2012. Project management, study, design, permitting, and construction management for a submersible pump station, drainage facilities, collection system, and streetscape improvements encompassing 12 miles of roadway.	

Reference #2:

Client / Company Name: USACE New Orleans District	
Contact Name: Christopher L. Dunn, PhD, PE	Contact Title: Assistant Chief of Engineering Division
Phone: 504-862-1799	Email: christopher.l.dunn@usace.army.mil
Date and Scope of Services Provided: Permanent Canal Closures and Pumps (PCCP) Project. 2013-2018. Post-feasibility site planning, coordination, geotechnical investigations, civil, structural, mechanical, electrical, and instrumentation, corrosion protection, hydraulic analysis, permitting, architecture, landscape design, value engineering, and construction administration for three stormwater pump stations, floodwalls, levees, and gates.	

Reference #3:

Client / Company Name: Bayou Lafourche Fresh Water District	
Contact Name: Benjamin J. Malbrough, PE	Contact Title: Executive Director
Phone: 985-447-7155	Email: ben.malbrough@blfwd.org
Date and Scope of Services Provided: Mississippi River Re-introduction into Bayou Lafourche Pumping Capacity Improvements Project. 2017-Ongoing. Planning, project management, coordination, design analyses, geotechnical and water quality investigations corrosion design, architecture, cofferdam, civil/ landscape, environmental permitting, structural, hydraulics, mechanical, electrical, instrumentation, value engineering, and resiliency measures. Currently providing bidding, construction management and construction engineering services.	

Reference #4:

Client / Company Name: St. Mary Parish Consolidated Government	
Contact Name: Henry C. Lagrange	Contact Title: Chief Administrative Officer

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Phone: (337) 828-4100 x511	Email: hlagrange@stmaryparishla.gov
Date and Scope of Services Provided: Amelia 2 & 2A Pump Station and Drainage Improvements, 2012-2021(est). Engineering, surveying, environmental and construction administration for drainage, pump station, flood protection and transportation projects.	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

Confidentiality of Information in Statement of Qualifications: Pursuant to State Law, submittals will be open in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: 1112167170200.

B. Prime contractor HUB / MWBE registration number: NA.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # NA - ____ - ____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 07-880-6169.

E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: https://www.sam.gov/portal/SAM/##11#1.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed

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using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Stantec Consulting Services Inc.

Contract #: RFQ# 21-02

Description: South Shore Drainage Project

Primary Contact (Name): Dan Grandal

Primary Contact Phone Numbers: Home: (504) 654-1756 Cell: (305) 332-1379

Secondary Contact (Name): Jeff Pena

Secondary Contact Phone Numbers: Home: (225) 532-3490 Cell: (985) 688-1128

After Hours emergency opening fee, if applicable: $ NA

9. Cooperative Governmental Purchasing Notice

This section intentionally left blank.

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

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D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

G. Liquidated Damages: This section is intentionally left blank.

H. Change Orders: This section is intentionally left bank.

2. Miscellaneous

A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFQ or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFQ on which the Proposal is based

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and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope

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of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: **If applicable, per the Scope of Work**, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

i. Bid bonds are required for bids over $25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.

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ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;

iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and

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Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a Request for Qualifications for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a Request for Qualificationss or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

No conflict of interest exists.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

_____ 9/13/2021
Signature of person doing business with the governmental entity — Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

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Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Dan Grandal (Person name), the undersigned representative of (Company or Business Name) Stantec Consulting Services Inc. (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

a. **Does not boycott Israel currently; and**

b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

9/13/21
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

NOTARY PUBLIC
Commission Number: GG 918389
Commission Expires: November 27, 2023

GRACE MORALES
Notary Public - State of Florida
Commission # GG 918389
My Comm. Expires Nov 27, 2023
Bonded through National Notary Assn.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

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Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR PROPOSAL OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

__X__ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

Dan Grandal

Proposer's Printed or Typed Name

Proposer's Signature

9/13/21

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

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Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR PROPOSAL OR PROPOSAL "NON-RESPONSIVE."

The Proposer or Proposer or any officer, if the Proposer or Proposer is other than an individual, shall state whether Proposer or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Proposer or Proposer is **NOT** an individual:

__X__ The officers of the company submitting this Proposal or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

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Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Stantec Consulting Services Inc.

ADDRESS 910 Louisiana St Suite 2600, Houston, TX 77002

PHONE (305) 332-1379 (cell)

FAX (713) 548-5701

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) Dan Grandal

POSITION WITH COMPANY Vice President

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

_____

COMPANY OFFICIAL (PRINTED NAME) Dan Grandal

OFFICIAL POSITION Vice President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

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Appendix G – Document 00435
The City of Galveston, Texas

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Dan Grandal
(Printed or typed Name of Signatory)

(Signature)

9/13/21
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

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APPENDIX K – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, Housing and Urban Development Official, Texas General Land Office Official, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator, Housing and Urban Development Official, Texas General Land Office Official, or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

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nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs
(1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that

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may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**
   1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract 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.
   2. **Violation; liability for unpaid wages; liquidated damages -** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 (1) 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 (1) of this section.
   3. **Withholding for unpaid wages and liquidated damages** – The Owner 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 the contractor or 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 (2) of this section.
   4. **Subcontracts** - Contractor or 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. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of thissection.

7. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above 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 agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

8. **CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, Housing and Urban Development, Texas General Land Office and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA, Housing and Urban Development, or Texas General Land Office.

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9. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA, Housing and Urban Development, or Texas General Land Office.

10. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

11. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance, Housing and Urban Development assistance, or Texas General Land Office assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. **COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:** Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

The classification is utilized in the area by the construction industry; and

The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(1) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and

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wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or

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development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in

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percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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I, Dan Grandal (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.

Signature of Authorized Company Representative

9/13/21
Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PACKAGE

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SECTION 3 – HOUSING AND URBAN DEVELOPMENT ACT - 1968

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Stantec Consulting Services Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Galveston, TX.

A. To ascertain from the Locality's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income resident through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Stantec Consulting Services Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Vice President
Title

9/13/21
Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PACKAGE

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§ 135.38 Section 3 clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

This is an acknowledgement that HUD/GLO financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, HUD/GLO policies, procedures, and directives Execution of this form will constitute an agreement, without any exception, to the following affirmations:

1. **AMERICANS WITH DISABILITIES ACT:** Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101,as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999,inclusive, and any relevant program- specific regulations.

2. **DISCRIMINATION:** Respondent and any potential subcontractors shall comply with all Federal statutes relating tonondiscrimination as applicable. These may include, but are not limited to:

   a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;

   b) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing against any person on the basis of race, color, religion, sex, national origin, familial status, or handicap;

   c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683,and 1685-1686), which prohibits discrimination on the basis of sex;

   d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps;

   e) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

   f) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which prohibits discrimination on the basis of race, color, national origin, disability, age, religion, and sex within community development programs or activities;

   g) Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits genetic information discrimination in employment;

   h) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

   i) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

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j) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-2 and290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

k) Any other nondiscrimination provisions in the specific statute(s) or federal regulation(s) under which application for Federal assistance is being made; and

l) The requirements of any other nondiscrimination statute(s) that may apply to the application.

3. **MINORITY AND WOMEN'S BUSINESSES:** Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

4. **ENVIRONMENTAL STANDARDS:** Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

m) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

n) Notification of violating facilities pursuant to EO 11738;

o) Protection of wetlands pursuant to EO 11990;

p) Evaluation of flood hazards in floodplains in accordance with EO 11988;

q) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

r) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*);

s) Protection of underground sources of drinking water under the Safe Drinking Water Actof 1974, as amended (P.L. 93-523); and

t) Protection of endangered species under the Endangered Species Act of 1973, asamended (P.L. 93-205).

5. **HISTORIC PROPERTIES:** Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

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6. **ALL OTHER FEDERAL LAWS:** Respondent and any potential subcontractors shall comply with all applicable requirements ofall other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I, Dan Grandal (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.

Signature of Authorized Company Representative

9/13/21
Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PACKAGE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-889578

Date Filed:
05/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stantec Consulting Services, Inc.
New Orleans, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
COG-CON-22-882
Engineering design and engineering during construction services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grandal, Daniel	New Orleans, LA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is DANIEL GRANDAL and my date of birth is 07/27/71.

My address is 1340 POYDRAS ST (street), NEW ORLEANS (city), LA (state), 70112 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ORLEANS PARISH County, State of LOUISIANA on the 23 day of MAY (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)
9/16/2021

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

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

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURED 1414100	STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	**INSURER B :** AIG Specialty Insurance Company	26883
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 14181323 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2021	10/1/2022	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	$3,000,000 PER LOSS/AGG	

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

CERTIFICATE HOLDER	**CANCELLATION**
14181323 TO WHOM IT MAY CONCERN	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Joseph M Agnello

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-889578

Date Filed:
05/23/2022

Date Acknowledged:
05/31/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Stantec Consulting Services, Inc.
New Orleans, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-22-882
Engineering design and engineering during construction services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grandal, Daniel	New Orleans, LA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date May 26, 2022

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: N/A

Project: South Shore Pump Station Drainage Project Design Phase

Request: **Consider for approval a professional services contract with Stantec Consulting Services (Stantec) to complete the engineering design for the South Shore Pump Station in an amount of $4,214,560.05; Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

Prior Council Action

A. At the October 24, 2020 Regular City Council Meeting, Council approved the submittal of the CDBG-MIT grant application to the Texas General Land Office (GLO) for drainage improvements for the South Shore Street drainage area.
B. At the December 9, 2021 Regular City Council Meeting, Council approved the recommendation to pre-qualify the Stantec Team and to begin negotiations for preparing the design of the South Shore Pump Station Project.

Background

C. The 59th Street and Saladia Street drainage areas and adjacent drainage areas upstream of English Bayou (English Bayou to Seawall Blvd.), have had historical drainage issues.
D. These drainage problems have been previously identified in the 2003 Master Drainage Study prepared for the City by Dannenbaum.
E. The Dannenbaum study identifies temporary ponding in specific areas due to lack of adequate storm sewer conveyance capacity to capture and convey rainfall event flooding, which was further impacted by tidal backflow from Galveston Bay through English Bayou.
F. In addition to the lack of capacity, the systems are old and structurally unsound.
G. Considering the age, lack of capacity, and tidal impacts, the Dannenbaum study recommended drainage improvements along 59th Street, Saladia Street and the vicinity based on a 2-year storm evaluation.

COUNCIL APPROVED
DATE 5/26/22
SIG. L. Williams

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

H. There are several areas within these drainage areas where the ground elevations are below 3.0 feet MSL, which results in the surrounding neighborhoods being prone to "sunny day flooding" events resulting from tidal backflow into the storm drainage system during high tide events from Galveston Bay through English Bayou.
I. Galveston has experienced intense storms and associated flooding that far exceeds the 2-year storm intensity portrayed in the historic Dannenbaum study, prior to, during and after Hurricane Harvey.
J. To address flooding after Harvey, the City upgraded the City's Drainage Code from the 2-year storm frequency and intensity to a minimum 25-year storm design requirement. Other administrative enhancements such as Storm Water Pollutions Prevention Plans and Procedures were also implemented to improve the City's rating.
K. FEMA recognized that the voluntary actions undertaken by the City of Galveston exceeded the minimum standards of the NFIP and met the criteria for an upgrade from Class 7 to Class 6 Community Rating (CRS).
L. The Class 6 ranking recognized Galveston's community outreach and high regulatory standards, including proactive requirements for new construction, and FEMA also commended the City's oversight in ensuring compliance with the latest FEMA regulations.
M. Galveston is now targeting a higher Class 5 CRS ranking by pursuing grant applications to install pump stations and storm pipes so both high tidal backflow and rainstorm flooding impacts can be addressed.
N. The City applied to the Community Development Block Grant Mitigation Program (CDBG-MIT) for the South Shore Pump Station Design Project through the Texas General Land office (GLO) and was awarded a grant for this project.
O. To plan for potential award of the CDBG-MIT Grant, the City advertised RFQ 21-02 on August 3, 2021 for the South Shore Pump Station Drainage Project Design and Engineering.
P. Proposals were received from the following firms on September 13, 2021:
    a. Arceneaux Wilson & Cole
    b. Cobb Fendley & Associates
    c. DE, Corp
    d. EJES, Inc.
    e. Freese & Nichols, Inc.
    f. Stantec
    g. Zarenkelk Engineering Services

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
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Q. During the initial evaluation by the committee, which included scoring and ranking, the following firms were shortlisted and recommended for subsequent presentations:
    a. EJES, Inc.
    b. Freese & Nichols, Inc.
    c. Stantec

R. After the first series of presentations, requests for information (RFIs), and review of supplemental material, the following firms were shortlisted for the final focused presentation:
    a. Freese & Nichols, Inc.
    b. Stantec

S. Subsequent to the final focused presentation, Stantec was found to be the most qualified respondent for the project.

T. Staff worked with the Stantec Team to develop a detailed scope of work and fee to complete the South Shore Pump Station drainage Project.

U. The South Shore Pump Station Drainage Project will include a stormwater pump station and interconnections to storm sewers on adjacent streets, along with the replacement of bridge blocks, and an upgrade of the inlets and storm sewer pipes.

V. It is anticipated that storm sewer crossings of old ductile iron pipe waterlines and old clay sanitary sewer lines may be encountered, resulting in the need to be rehabilitate them at the same time.

W. Due to the amount of Utility work that is expected to be performed, the roads will need to be re-paved.

X. The design process will include an evaluation of potential Low Impact Development (LID) technologies that can be incorporated and/or utilized in this project to minimize the stormwater runoff conveyed to the pump station and help reduce trash and sediment from accumulating within the conveyance system.

Y. Staff is seeking approval of the services identified as Phase 1 under the Scope of Work and Fee Schedule, and does not anticipate needing to utilize all of the Support Service Tasks identified. Therefore, the only Support Service task being authorized initially is the Line Item identified as “Area “P” Survey”. If it is found that other Support Service Items are necessary, staff will bring those items back to Council for separate consideration.

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

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Fiscal Impact Report

The City has received reimbursement from FEMA for a portion of the engineering design work completed for the 14th Street Pump Station Project. Staff proposes to apply these reimbursed funds towards the design of the South Shore Pump Station project and utilize available funding from the GO Bonds to cashflow the design of this project. The following table shows a breakdown of the funding allocation for this project:

Source	Amount
2017 GO Bonds	$ 1,911,820.00
2019 GO Bonds	$ 2,302,740.05
	$ 4,214,560.05

The City's match on the South Shore Drive Pump Station totals $1.5M. The City has contracted with Plexos Group for grant administration services in the amount of $814,650, leaving a remaining match requirement of $685,350. Accordingly, the City should be reimbursed for $3,529,210.05 ($4,214,560.05 less $685,350) from the General Land Office when this design is complete and the appropriate documentation is duly submitted to the GLO.

Alternatives

1. Approve this request and authorize Staff to begin the design phase of the City's South Shore Pump Station Drainage Project with Stantec.
2. Instruct Staff to seek out another firm to conduct the design phase services for the City's South Shore Pump Station Drainage Project. This may cause the City to fall behind on the grant funding requirements established by the GLO and result in future demerits being assessed towards future application scores for projects the City may submit.

Staff Recommendation

Staff recommends approving the professional services contract with Stantec for developing the design of the proposed South Shore Pump Station Project.

Respectfully Submitted,

Robert L. Winiecke

Director of Infrastructure & Engineering

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date January 26, 2023

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: N/A

Project: South Shore Pump Station Drainage Project Design Phase Support Service Authorization

Request: **Consider for approval, authorizing the Support Service Items identified in Contract #COG-CON-22-282 with Stantec Consulting Services (Stantec) to complete the West T ½ Drainage Area Survey and Design services in an amount of $102,960.00; Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

Prior Council Action

A. At the October 24, 2020 Regular City Council Meeting, Council approved the submittal of the CDBG-MIT grant application to the Texas General Land Office (GLO) for drainage improvements for the South Shore Street drainage area.
B. At the December 9, 2021 Regular City Council Meeting, Council approved the recommendation to pre-qualify the Stantec Team and to begin negotiations for preparing the design of the South Shore Pump Station Project.
C. At the May 26, 2022 Regular City Council Meeting, Council approved Contract # COG-CON-22-282 with Stantec for design of the South Shore Pump Station Project.
D. At the October 27, 2022 Regular City Council Meeting, Council approved Amendment Number 1 to Contract # COG-CON-22-282 clarifying the "Term" of the agreement.

Background

A. During the scoping efforts conducted at the beginning of this project it was identified by the Stantec team that the West T ½ area drains away from the proposed pump station.
B. As a result of this determination, Staff requested that line items be included in the Scope of Work establishing supplemental tasks to the Contract to perform topographic survey and engineering design of improvements in the West T ½ area that could be exercised at a later time if it was determined through computer modelling validation that this area could benefit from the proposed pump station improvements.

COUNCIL APPROVED
DATE 1/26/23
SIG. J Williams

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

C. In the May 26, 2022 Staff Report, staff requested Council approval to proceed with "Phase 1" and "Support Service Task – Area "P" Survey" of the Scope of Services developed for the project.
D. In the May 26, 2022 Staff Report, staff also noted that "if it is found that other Support Service Items are necessary, staff will bring those items back to Council for separate consideration."
E. As the project has been underway since June 2022, Stantec has completed the initial H&H modeling of the South Shore Drainage Area, and has determined that the West T ½ area can benefit from the proposed pump station within the South Shore Drainage Project.
F. The West T ½ area mainly consists of the existing cemetery between 57th and 61st Street and Avenue T ½ and Maco Street but includes the area up to Seawall Boulevard.
G. The West T ½ area lies within the existing project boundary limits proposed in the CDBG-MIT grant application made to the Texas General Land Office.
H. Staff is seeking approval of the following Support Service Tasks:
    a. Design (T ½ & 59th Street Area) – $92,850.00
    b. Geotechnical Investigation (T ½ & 59th Street Area) – $1,550.00 (already authorized under Phase 1 work)
    c. Topo Survey (T ½ & 59th Street Area) – $10,110.00

Fiscal Impact Report

Funding for these support services will be from either the Infrastructure & Debt Service Fund and or CDBG-MIT Reimbursement either whole or in-part for a total of $102,960.00.

Alternatives

1. Approve this request and authorize the completion of the support services to be incorporated into the design of the City's South Shore Pump Station Drainage Project.
2. Do not approve this request.

Staff Recommendation

Staff recommends approving the Support Services identified and incorporating the results into the design of the proposed South Shore Pump Station Project.

Respectfully Submitted,

Robert L. Winiecke

Director of Infrastructure & Engineering

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Attachments

Stantec NTP Request Letter

Exhibit 1 – Scope of Work from Contract # COG-CON-22-282

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797 - 3664 | www.galvestontx.gov

Date: January 23, 2025

To: Daniel J. Buckley, Deputy City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Old Galveston Causeway **Project:** FY2024 Annual Maintenance

Request:
Payment of shared expenses towards maintenance of the Old Galveston Causeway during FY2024 in accordance with the "Agreement for Renovation and Future Maintenance of Old Galveston Causeway (11/2002)" and the "First Amendment to Agreement (05/2010) to BNSF Railroad Company, Invoice No. 90273622, dated 09/23/2024, in the amount of $155,942.42.

Prior Council Action:

A. City Council approved the signing of the "First Amendment to the Agreement for Renovation and Future Maintenance of the Old Galveston Causeway" in May 2010.
B. City Council approved the signing of the "Agreement for Renovation and Future Maintenance of the Old Galveston Causeway" in November 2002.
C. City Council approved new long-term Water Contracts with the Gulf Coast Water Authority in October 2024.
D. City Council approved payment of the City's 1/3 share of this invoice in the amount of $77,971.21 in November 2024

Current Situation:

A. The city is a member of the Maintenance Committee referenced in both the "Agreement for Renovation and Future Maintenance of Old Galveston Causeway" and the "First Amendment to the Agreement for Renovation and Future Maintenance of Old Galveston Causeway".
B. BNSF Railroad requested the convening of the Maintenance Committee in April 2022 to discuss the results of a recent inspection of the Old Galveston Causeway with all committee members.
C. The Maintenance Committee held a second meeting in February 2023 to receive a presentation from BNSF Railroad's engineers and discuss recommended maintenance activities for the upcoming Fiscal Year (FY2024).
D. In October 2023, the Maintenance Committee confirmed via email that BNSF Railroad was authorized to commence the repair work presented in February 2023.

E. In March 2024, the Maintenance Committee met and receive a report on the progress of the approved work for FY2024 and discussing possible maintenance work to be conducted during Fiscal Year 2025 (FY2025).
F. BNSF Invoice No. 90273622 represents the first payment under these Agreements for maintenance work performed on the Old Galveston Causeway.
G. The Agreement states that a single invoice for the City/Water Authority/Wharves will be submitted to the City and the City will in turn collect whatever funds are owing by Water Authority and the Wharves Board and make Payment to BNSF (see below):

> **Responsibility for Repairs of Shared Portions of the Bridge.** The Burlington Northern will be the primary party who hires third party contractors to perform the Repairs to the shared portions of the Bridge. It will be primarily in charge of supervising such Repairs to ensure that they are in accordance with the plans and specifications of the Repairs approved by the Maintenance Committee. It will permit each other party to inspect any portion of the Bridge at any time during such Repairs. It will have the authority to give the final approval of Repairs on behalf of each other party.
>
> Burlington Northern to Contract To Make Payments. The Burlington Northern will be responsible for making payments to contractors who perform Repairs. Each party will reimburse the Burlington Northern its proportionate share of the Repairs within 30 days of each request for reimbursement. A request for reimbursement to the City/Water Authority/Wharves will be made solely to the City. The City in turn will collect whatever funds are owing by Water Authority and the Wharves and will make payment to the Burlington Northern.

H. Staff will issue invoices to the Gulf Coast Water Authority and Galveston Wharves for their shares of this payment in accordance with the Maintenance Agreement.
I. There are some questions over the ownership of the existing waterlines on the Old Galveston Causeway and per the City's Utilities Director, the two waterlines on the Old Galveston Causeway are both located south/east of the Gulf Coast Water Authority's water meters, and therefore he believes that the two waterlines in question are indeed owned by the City of Galveston.
J. BNSF shared provided a summary of communication they had with Dave Davis, CFO of the Gulf Coast Water Authority who asserted to BNSF that "the water authority claims they no longer have any assets on the causeway, but I am verifying who owns the two water lines that our structures team found permits for when they started repairs back in 2022. If we collectively find they don't have any assets on the causeway, we'll work to have them removed and need to draft another amendment outlining the changes in allocated expenses for the remaining parties.
K. Based on this information, it appears that the Gulf Coast Water Authority no longer have any assets on the Old Galveston Causeway and the Maintenance Committee will consider making revisions via an amendment to the Maintenance Agreement that will be presented to City Council for consideration at a future date.
L. Following the November 2024 City Council Meeting staff prepared an invoice for the GCWA and Galveston Wharves Shares of the BNSF Invoice.
M. Upon receipt of the invoice by GCWA, they reached out to staff asking how to handle payment of this invoice, because it did not align with the recently approved water contracts, and the GCWA's participation in the multi-partner agreement was included because at the time it was drafted, GCWA held title on the waterline improvements as part of a bond issuance that when it was paid off was transferred to the City of Galveston.

N. The new water contracts approved in October 2024 include mutually agreed upon clauses that indicate that the respective entities share the costs on the South Transmission Main, and that all costs pertaining to anything in the water system on the Galveston side of the Virginia Point Metering Station is the City's responsibility.
O. In light of the newly approved agreements, staff recommends that the city pay the GCWA share, $77,971.21 of the BNSF Invoice.
P. Staff also recommends that a formal Memorandum of Understanding between the City and the Gulf Coast Water Authority be developed specifically pertaining to cost sharing of this infrastructure.

Fiscal Impact Report:

Funding for this project has been allocated under the City's Capital Improvement Program (CIP), under Project No. W2304 "Causeway Waterline Shared Maintenance Program" which is funded from the City's 2022 Waterworks Certificate of Obligation (CO) Bond Funds. Per the First Amendment to the Maintenance Agreement, executed in May 2010, the City's share of the maintenance costs is 1/3 of the total submitted on BNSF Railroad's Invoice No. 90273622, is total and the other two entities sharing in the cost being Galveston Wharves and the Gulf Coast Water Authority. The agreement states that the City will be billed for the entire share of these three entities and will be responsible for individually billing each of the other entities for reimbursement. The invoice for this maintenance period was $233,913.63, and per the Maintenance Agreement the City is responsible for 1/3 of this cost. The City has already paid its share of the Invoice, but now staff is recommending that the City make payment of GCWA's share per the recently approved water contracts. Below is a revised summary of the City's payment responsibility including GCWA's share:

Funding Source	**Amount**
2022 Waterworks CO Bonds:	
City Share (1/3 Share of $233,913.63) Already paid	$77,971.21
Additional City's Responsibility (GCWA Share) (1/3 Share of $233,913.63)	$77,971.21
Total:	$155,942.42

Staff Recommendation:

Staff recommends paying the expense of $77,971.21 of the City's shared responsibility for maintenance of the Old Galveston Causeway reflected on BNSF Railroad's Invoice No. 90273622 and paying the GCWA's share of the expense of an additional $77,971,21. If Counsil does not approve this change, then the GCWA will pay the funds and subsequently send the City an Invoice for this expense as it occurs on the Galveston side of the Virgina

Point Metering Station, which has been established per the waters supply contracts as the City's sole responsibility.

Respectfully Submitted,

Robert Winiecke, P.E., CFM
Director of Infrastructure and Engineering

01.23.2025
Date

Attachments:

BNSF Railroad Invoice 90273622
Summary of BNSF Maintenance Costs for FY2024
West Bridge Approach Summary Roll Plot
East Bridge Approach Summary Roll Plot
2024 Maintenance Work – Drain Replacement Photos2024 Maintenance Work – East (South) Approach Guardrail Summary
2024 Maintenance Work – West (North) Approach Guardrail Summary
First Amendment to Agreement BF25079.01
Agreement BF25079

INVOICE

ATTN: FINANCIAL SERVICES
2301 LOU MENK DR, GOB1-EAST
FORT WORTH, TX 76131-2800

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

1012070
CITY OF GALVESTON
ATTN: ROBERT WINIECKE
PO BOX 779
GAVLESTON TX 77550
USA

INVOICE NUMBER : 90273622
AMOUNT : $ 233,913.63
DATE : 09/23/2024

MONTHS ACCOUNTS : 09/2024
SERVICE FROM : 08/01/2024
SERVICE TO : 08/31/2024
CBC : 202

DESCRIPTION	UNITS	UOM	RATE	COST
MISC RR BILLS	1	EA	233,913.63	233,913.63
			INVOICE TOTAL (PAYABLE IN USD ONLY):	$ 233,913.63

Payment due within 30 days of invoice date unless otherwise authorized by contract or other written agreement.
A finance charge will be assessed for late payment. Current interest is 12% per annum.

SUMMARY OF BNSF MAINTENANCE COSTS FOR FY2024

Contractor	Invoice No.	Invoice Amount
E80	1	$ 182,885.60
E80	2	$ 18,617.63
Marine Interface	24BNSF01	$ 266,600.00
Marine Interface	24BNSF02	$ 484,400.00
Marine Interface	24BNSF05	$ 117,150.00
Marine Interface	24BNSF06	$ 100,500.00
	Total Maintenance Expenditure:	**$ 1,170,153.23**

City/Water Authority/Wharves Share: 19.99%

**per Approved Maintenance Agreement & First Amendement*

	Amount Billed to City per Invoice No. 90273622:	**$**	**233,913.63**
City	1/3 Share	$	77,971.21
Gulf Coast Water Authority	1/3 Share	$	77,971.21
Galveston Wharves	1/3 Share	$	77,971.21
	Total:	**$**	**233,913.63**

E80 plus CONSTRUCTORS, LLC

INVOICE

TO:

BNSF Railway Company
2201 Argentine BLVD
Kansas City, KS 66106-1297
Attn: Johnathan Gilmour

Invoice Number: 6632
Invoice Date: 12/19/2022
E80 Job No.: 220148-4401
E80 FEIN: 39-1924283

Master Agreement No.: BF10012423 **PO: 61166**
Terms: Net 30 days. After 30 days, balance subject to 1-1/2% interest per month **Vendor Number: 2004986**

BNSF Railway
Bridge 4.7 LS 7500 Galveston, TX

Work completed:

- **Repaired 7 concrete handrail locations on causeway bridge**
- **Repaired 2 ballast retainer locations on causeway bridge**
- **Clean 20 visible drains on maintenance road**
- **Clean road surface near drains**
- **Replace 16 grates**

Invoicing Summary Bridge 4.7 LS7500:

First & Partial Invoice	$	182,885.60
Total Billed to Date:	$	182,855.60
Original Proposal	$	194,853.00
Total Contract Amount	$	194,853.00
Remaining Amount	$	11,967.40

TOTAL INVOICE DUE: $182,885.60
(1st and Partial)

Please remit to:
E80 Plus Constructors, LLC
7120 Patton Rd
DeForest, WI 53532

Toll Free: 888-846-6310
Fax: 608-846-2225
E-Mail: info@e80plus.com

E80 plus CONSTRUCTORS, LLC

INVOICE

TO:

BNSF Railway Company
2201 Argentine BLVD
Kansas City, KS 66106-1297
Attn: Johnathan Gilmour

Invoice Number: 6643
Invoice Date: 2/17/2023
E80 Job No.: 220148-4401
E80 FEIN: 39-1924283

Master Agreement No.: BF10012423 **PO: 61166**
Terms: Net 30 days. After 30 days, balance subject to 1-1/2% interest per month **Vendor Number: 2004986**

BNSF Railway
Bridge 4.7 LS 7500 Galveston, TX

Work Items:

- **Jersey barriers left behind for BNSF use.**
- **New bar grating purchased to replace replacing 16 cast iron grates on drains that were broken or missing.**
- **Steel and labor to keep clay conduit discovered in ballast retainer open for future use.**
- **Remaining PO amount.**

Invoicing Summary Bridge 4.7 LS7500:

First & Partial Invoice	$	182,885.60
Second & Final Invoice	$	18,617.63
Total Billed to Date:	$	201,503.23
Original Proposal	$	194,853.00
Change Order #1	$	6,650.23
Total Contract Amount	$	201,503.23
Remaining Amount	$	0.00

TOTAL INVOICE DUE: $18,617.63
(2nd and Final)

Please remit to:
E80 Plus Constructors, LLC
7120 Patton Rd
DeForest, WI 53532

Toll Free: 888-846-6310
Fax: 608-846-2225
E-Mail: info@e80plus.com

Marine Interface, LLC

920 Amy Place
Camano Island, WA 98282
360 259 2028
CarlEngebreth@MarineInterfaceLLC.com
Vendor Number: 2040810

INVOICE

Invoice 24BNSF01
Date 2/3/24

Bill To:
BNSF Railway
4515 Kansas Avenue
Kansas City, Kansas 66106

Ship To:
BNSF Railway
Johnathan Gilmore
Kansas City, Kansas
BF-20447670

	Description	Quantity	Unit Price	Amount Total
1	Mobilization	1	$ 74,850.00	$ 74,850.00
				$ -
2	East Approach New Curb/Guardrail		$ 95,000.00	$ -
				$ -
3	East Approach Handrail Pedestal	5	$ 1,000.00	$ 5,000.00
				$ -
4	East Approach Handrail	5	$ 300.00	$ 1,500.00
				$ -
5	West Approach Handrail Pedestal		$ 1,000.00	$ -
				$ -
6	West Approach Handrail		$ 300.00	$ -
				$ -
7	Drain Cleaning and Replacement	39	$ 4,750.00	$ 185,250.00
				$ -
				$ -
				$ -

Total to Date	$ 266,600.00
Previous Paid	$0.00
Total Due This Invoice	$266,600.00

Vendor Number:	2040810	Total Amount Due:	$266,600.00
Purchase Order Number:	75487		

Cost Assessment:			
Shipping Date:			
Terms:	Net 45	Balance D	$266,600.00

Marine Interface, LLC

920 Amy Place
Camano Island, WA 98282
360 259 2028
CarlEngebreth@MarineInterfaceLLC.com
Vendor Number: 2040810

INVOICE

Invoice 24BNSF02
Date 3/3/24

Bill To:
BNSF Railway
4515 Kansas Avenue
Kansas City, Kansas 66106

Ship To:
BNSF Railway
Johnathan Gilmore
Kansas City, Kansas
BF-20447670

	Description	Quantity	Unit Price	Amount Total
1	Mobilization	1	$ 74,850.00	$ 74,850.00
				$ -
2	East Approach Abutment New Curb/Gu	0.6	$ 95,000.00	$ 57,000.00
				$ -
3	East Approach Handrail Pedestal	57	$ 1,000.00	$ 57,000.00
				$ -
4	East Approach Handrail	53	$ 300.00	$ 15,900.00
				$ -
5	West Approach Handrail Pedestal		$ 1,000.00	$ -
				$ -
6	West Approach Handrail		$ 300.00	$ -
				$ -
7	Drain Cleaning and Replacement	111	$ 4,750.00	$ 527,250.00
				$ -
8	Change Order 1 4 Additional Drains	4	$ 4,750.00	$ 19,000.00

Total to Date $ 751,000.00
Previous Paid ($266,600.00)

Total Due This Invoice $484,400.00

Vendor Number: 2040810
Purchase Order Number: 75487
Cost Assessment:
Shipping Date:
Terms: Net 45

Total Amount Due: $484,400.00
Balance D $484,400.00

Marine Interface, LLC

920 Amy Place
Camano Island, WA 98282
360 259 2028
CarlEngebreth@MarineInterfaceLLC.com
Vendor Number: 2040810

INVOICE

Invoice 24BNSF05
Date 4/17/24

Bill To:
BNSF Railway
4515 Kansas Avenue
Kansas City, Kansas 66106

Ship To:
BNSF Railway
Johnathan Gilmore
Kansas City, Kansas
BF-20447670

Description Amount

Item No.	Station	Description	Quantity	Unit	Unit Price	Amount
1	All	Mobilization	1	LS	$ 74,850.00	$ 74,850.00
		East Bridge Approach				
1A	0+00	Guardrail Repair	1	LS	$ 60,000.00	$ 60,000.00
1B	0+00	Concrete Curb	1	LS	$ 35,000.00	$ 35,000.00
2	1+49	Guardrail Repair	1	LS	$ 900.00	$ 900.00
3	5+44	Guardrail Repair	1	LS	$ 2,100.00	$ 2,100.00
4	8+22	Guardrail Repair	1	LS	$ 2,000.00	$ 2,000.00
5	9+22	Guardrail Repair	1	LS	$ 3,000.00	$ 3,000.00
6	11+28	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
7	12+56	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
8	12+65	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
9	12+78	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
10	12+94	Guardrail Repair	1	LS	$ 2,000.00	$ 2,000.00
11	13+12	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
12	14+67	Guardrail Repair	1	LS	$ 300.00	$ 300.00
13	15+54	Guardrail Repair	1	LS	$ 900.00	$ 900.00
14	15+94	Guardrail Repair	1	LS	$ 900.00	$ 900.00
15	17+05	Guardrail Repair	1	LS	$ 3,500.00	$ 3,500.00
16	18+63	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
17	19+21	Guardrail Repair	1	LS	$ 21,000.00	$ 21,000.00
18	19+80	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
19	20+02	Guardrail Repair	1	LS	$ 900.00	$ 900.00
20	21+21	Guardrail Repair	1	LS	$ 1,200.00	$ 1,200.00
21	21+37	Guardrail Repair	1	LS	$ 1,350.00	$ 1,350.00
22	21+70	Guardrail Repair	1	LS	$ 1,200.00	$ 1,200.00
23	22+26	Guardrail Repair	1	LS	$ 3,800.00	$ 3,800.00

24	22+38	Guardrail Repair	1	LS	$	14,700.00	$ 14,700.00
25	22+69	Guardrail Repair	1	LS	$	6,700.00	$ 6,700.00
26	23+15	Guardrail Repair	1	LS	$	4,500.00	$ 4,500.00
27	24+53	Guardrail Repair	1	LS	$	3,800.00	$ 3,800.00
28	24+64	Guardrail Repair	1	LS	$	2,500.00	$ 2,500.00
29	25+21	Guardrail Repair	1	LS	$	2,900.00	$ 2,900.00
30	25+35	Guardrail Repair	1	LS	$	300.00	$ 300.00
31	25+87	Guardrail Repair	1	LS	$	3,500.00	$ 3,500.00
32	27+18	Guardrail Repair	1	LS	$	1,200.00	$ 1,200.00
33	27+40	Guardrail Repair	1	LS	$	2,100.00	$ 2,100.00
34	27+53	Guardrail Repair	1	LS	$	900.00	$ 900.00
35	27+62	Guardrail Repair	1	LS	$	1,200.00	$ 1,200.00
36	27+68	Guardrail Repair	1	LS	$	1,900.00	$ 1,900.00
37	27+79	Guardrail Repair	1	LS	$	1,200.00	$ 1,200.00
		West Bridge Approach					
38	32+31	Guardrail Repair	1	LS	$	1,300.00	$ 1,300.00
39	32+52	Guardrail Repair	1	LS	$	1,000.00	$ 1,000.00
40	33+91	Guardrail Repair	1	LS	$	1,000.00	$ 1,000.00
41	34+90	Guardrail Repair	1	LS	$	1,900.00	$ 1,900.00
42	37+28	Guardrail Repair	1	LS	$	6,100.00	$ 6,100.00
43	39+14	Guardrail Repair	1	LS	$	300.00	$ 300.00
44	39+84	Guardrail Repair	1	LS	$	900.00	$ 900.00
45	40+04	Guardrail Repair	1	LS	$	1,500.00	$ 1,500.00
46	40+17	Guardrail Repair	1	LS	$	8,600.00	$ 8,600.00
47	40+58	Guardrail Repair	1	LS	$	2,200.00	$ 2,200.00
48	41+01	Guardrail Repair	1	LS	$	3,200.00	$ 3,200.00
49	41+19	Guardrail Repair	1	LS	$	1,900.00	$ 1,900.00
50	41+37	Guardrail Repair	1	LS	$	13,100.00	$ 13,100.00
51	42+03	Guardrail Repair	1	LS	$	9,000.00	$ 9,000.00
52	43+88	Guardrail Repair	1	LS	$	600.00	$ 600.00
53	Various	Drain Cleaning/Repair	111	EA	$	4,750.00	$ 527,250.00
Change Order 1.		Four Additional Drains	4	EA	$	4,750.00	$ 19,000.00
Change Order 2.		Stair Relocation and New Handrail		LS	$	81,500.00	$ -

Total to Date	$ 868,150.00
Previous Paid	($751,000.00)
Total Due This Invoice	$117,150.00

Vendor Number:	2040810	Total Amount Due:	$117,150.00
Purchase Order Number:	75487		
Cost Assessment:			
Shipping Date:			
Terms:	Net 45	Balance Due	$117,150.00

Marine Interface, LLC

920 Amy Place
Camano Island, WA 98282
360 259 2028
CarlEngebreth@MarineInterfaceLLC.com
Vendor Number: 2040810

INVOICE

Invoice 24BNSF06
Date 7/5/24

Bill To:
BNSF Railway
4515 Kansas Avenue
Kansas City, Kansas 66106

Ship To:
BNSF Railway
Johnathan Gilmore
Kansas City, Kansas
BF-20447670

Description Amount

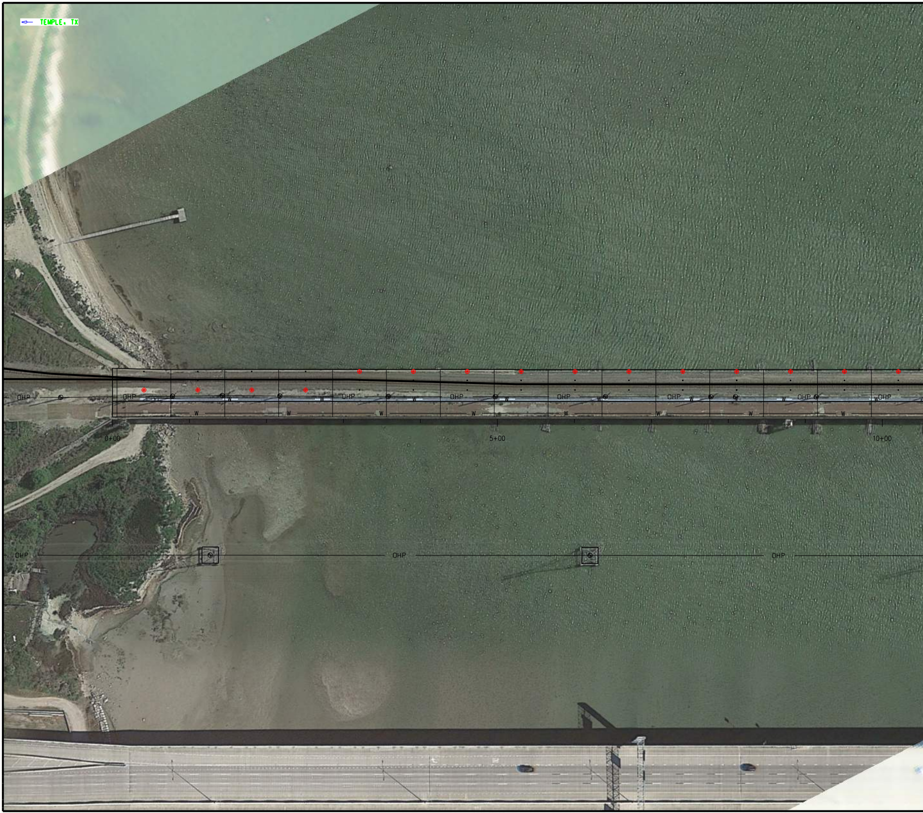
Item No.		Station	Description	Quantity	Unit	Unit Price	Amount
	1	All	Mobilization	1	LS	$ 74,850.00	$ 74,850.00
			East Bridge Approach				
1A		0+00	Guardrail Repair	1	LS	$ 60,000.00	$ 60,000.00
1B		0+00	Concrete Curb	1	LS	$ 35,000.00	$ 35,000.00
	2	1+49	Guardrail Repair	1	LS	$ 900.00	$ 900.00
	3	5+44	Guardrail Repair	1	LS	$ 2,100.00	$ 2,100.00
	4	8+22	Guardrail Repair	1	LS	$ 2,000.00	$ 2,000.00
	5	9+22	Guardrail Repair	1	LS	$ 3,000.00	$ 3,000.00
	6	11+28	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
	7	12+56	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
	8	12+65	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
	9	12+78	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
	10	12+94	Guardrail Repair	1	LS	$ 2,000.00	$ 2,000.00
	11	13+12	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
	12	14+67	Guardrail Repair	1	LS	$ 300.00	$ 300.00
	13	15+54	Guardrail Repair	1	LS	$ 900.00	$ 900.00
	14	15+94	Guardrail Repair	1	LS	$ 900.00	$ 900.00
	15	17+05	Guardrail Repair	1	LS	$ 3,500.00	$ 3,500.00
	16	18+63	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
	17	19+21	Guardrail Repair	1	LS	$ 21,000.00	$ 21,000.00
	18	19+80	Guardrail Repair	1	LS	$ 1,000.00	$ 1,000.00
	19	20+02	Guardrail Repair	1	LS	$ 900.00	$ 900.00
	20	21+21	Guardrail Repair	1	LS	$ 1,200.00	$ 1,200.00
	21	21+37	Guardrail Repair	1	LS	$ 1,350.00	$ 1,350.00
	22	21+70	Guardrail Repair	1	LS	$ 1,200.00	$ 1,200.00
	23	22+26	Guardrail Repair	1	LS	$ 3,800.00	$ 3,800.00

24	22+38	Guardrail Repair	1	LS	$	14,700.00	$ 14,700.00
25	22+69	Guardrail Repair	1	LS	$	6,700.00	$ 6,700.00
26	23+15	Guardrail Repair	1	LS	$	4,500.00	$ 4,500.00
27	24+53	Guardrail Repair	1	LS	$	3,800.00	$ 3,800.00
28	24+64	Guardrail Repair	1	LS	$	2,500.00	$ 2,500.00
29	25+21	Guardrail Repair	1	LS	$	2,900.00	$ 2,900.00
30	25+35	Guardrail Repair	1	LS	$	300.00	$ 300.00
31	25+87	Guardrail Repair	1	LS	$	3,500.00	$ 3,500.00
32	27+18	Guardrail Repair	1	LS	$	1,200.00	$ 1,200.00
33	27+40	Guardrail Repair	1	LS	$	2,100.00	$ 2,100.00
34	27+53	Guardrail Repair	1	LS	$	900.00	$ 900.00
35	27+62	Guardrail Repair	1	LS	$	1,200.00	$ 1,200.00
36	27+68	Guardrail Repair	1	LS	$	1,900.00	$ 1,900.00
37	27+79	Guardrail Repair	1	LS	$	1,200.00	$ 1,200.00
		West Bridge Approach					
38	32+31	Guardrail Repair	1	LS	$	1,300.00	$ 1,300.00
39	32+52	Guardrail Repair	1	LS	$	1,000.00	$ 1,000.00
40	33+91	Guardrail Repair	1	LS	$	1,000.00	$ 1,000.00
41	34+90	Guardrail Repair	1	LS	$	1,900.00	$ 1,900.00
42	37+28	Guardrail Repair	1	LS	$	6,100.00	$ 6,100.00
43	39+14	Guardrail Repair	1	LS	$	300.00	$ 300.00
44	39+84	Guardrail Repair	1	LS	$	900.00	$ 900.00
45	40+04	Guardrail Repair	1	LS	$	1,500.00	$ 1,500.00
46	40+17	Guardrail Repair	1	LS	$	8,600.00	$ 8,600.00
47	40+58	Guardrail Repair	1	LS	$	2,200.00	$ 2,200.00
48	41+01	Guardrail Repair	1	LS	$	3,200.00	$ 3,200.00
49	41+19	Guardrail Repair	1	LS	$	1,900.00	$ 1,900.00
50	41+37	Guardrail Repair	1	LS	$	13,100.00	$ 13,100.00
51	42+03	Guardrail Repair	1	LS	$	9,000.00	$ 9,000.00
52	43+88	Guardrail Repair	1	LS	$	600.00	$ 600.00
53	Various	Drain Cleaning/Repair	111	EA	$	4,750.00	$ 527,250.00
Change Order 1.		Four Additional Drains	4	EA	$	4,750.00	$ 19,000.00
Change Order 2.		Stair Relocation and New Handrail	1	LS	$	81,500.00	$ 81,500.00

Total to Date	$ 949,650.00
Previous Paid	($849,150.00)
Total Due This Invoice	$100,500.00

Vendor Number:	2040810	Total Amount Due:	$100,500.00
Purchase Order Number:	75487		
Cost Assessment:			
Shipping Date:			
Terms:	Net 45	Balance Due	$100,500.00

Original Bid	Total material cost excluding freight	$107,595
Change Order #1	Material Cost excluding freight	$2,600
Change Order #2	Material Cost excluding freight	$11,500


TEMPLE, TX
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OHP
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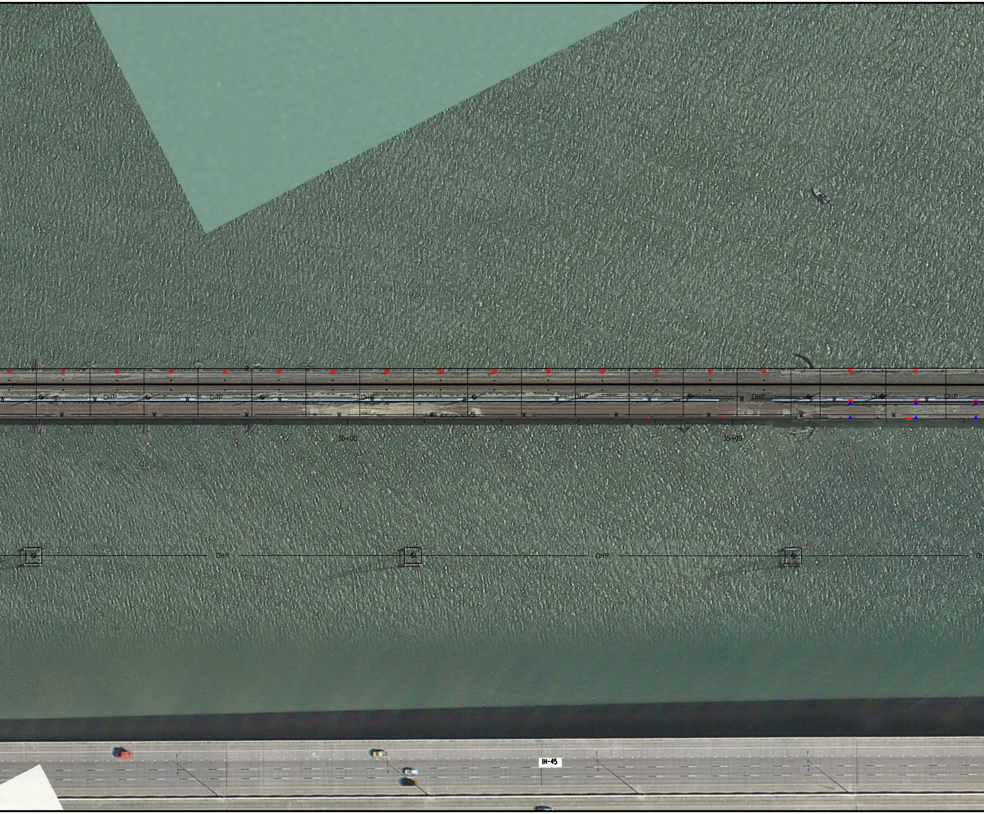
OHP

File Location: $FILE$

Date Printed: 4/16/2024 Time Printed: 10:55:17 AM

DRAIN REPLACEMENT (TYP)
EXISTING OHP
EXISTING ABOVE GROUND WATERLINE
EXISTING MAIN LINE TRACK
APPROXIMATE LOCATION OF EXISTING BURIED WATERLINE
OHP
W
15+00
20+00
25+00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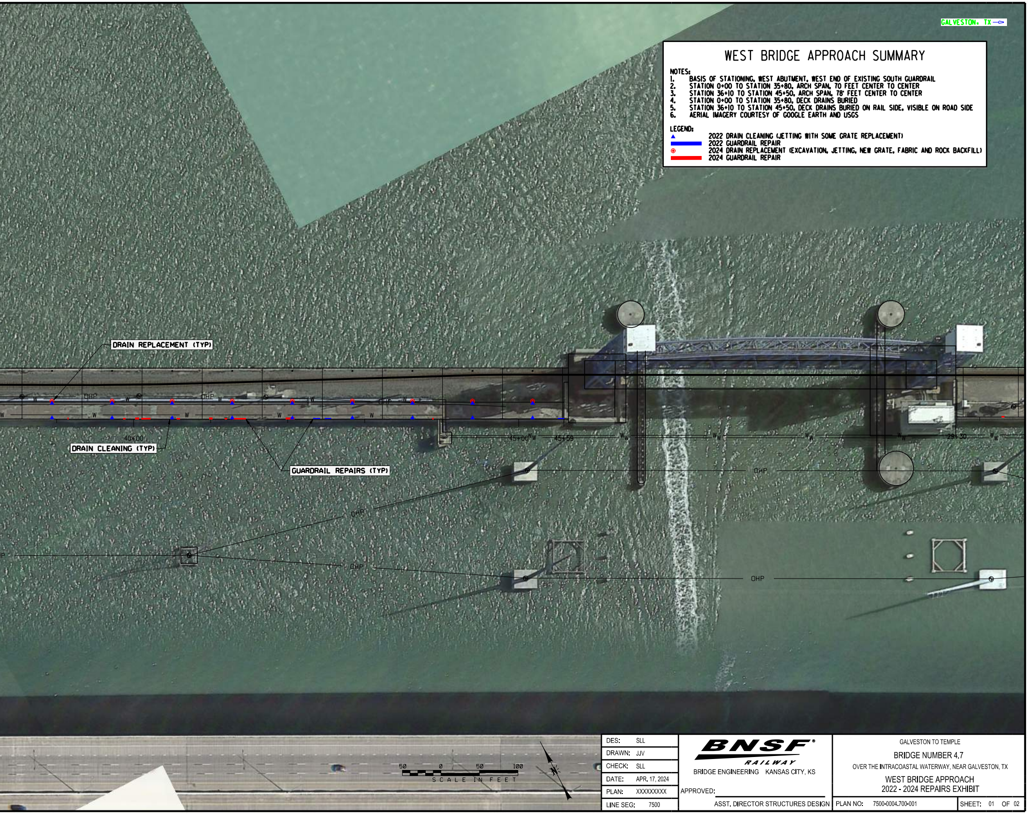

GALVESTON, TX
DRAIN REPLACEMENT (TYP)
DRAIN CLEANING (TYP)
GUARDRAIL REPAIRS (TYP)
40+00
45+00
45+59
29+30
OHP
W
50
0
50
100
SCALE IN FEET

WEST BRIDGE APPROACH SUMMARY

NOTES:

1. BASIS OF STATIONING, WEST ABUTMENT, WEST END OF EXISTING SOUTH GUARDRAIL
2. STATION 0+00 TO STATION 35+80, ARCH SPAN, 70 FEET CENTER TO CENTER
3. STATION 36+10 TO STATION 45+50, ARCH SPAN, 78' FEET CENTER TO CENTER
4. STATION 0+00 TO STATION 35+80, DECK DRAINS BURIED
5. STATION 36+10 TO STATION 45+50, DECK DRAINS BURIED ON RAIL SIDE, VISIBLE ON ROAD SIDE
6. AERIAL IMAGERY COURTESY OF GOOGLE EARTH AND USGS

LEGEND:

▲	2022 DRAIN CLEANING (JETTING WITH SOME GRATE REPLACEMENT)
🟦	2022 GUARDRAIL REPAIR
◉	2024 DRAIN REPLACEMENT (EXCAVATION, JETTING, NEW GRATE, FABRIC AND ROCK BACKFILL)
🟥	2024 GUARDRAIL REPAIR

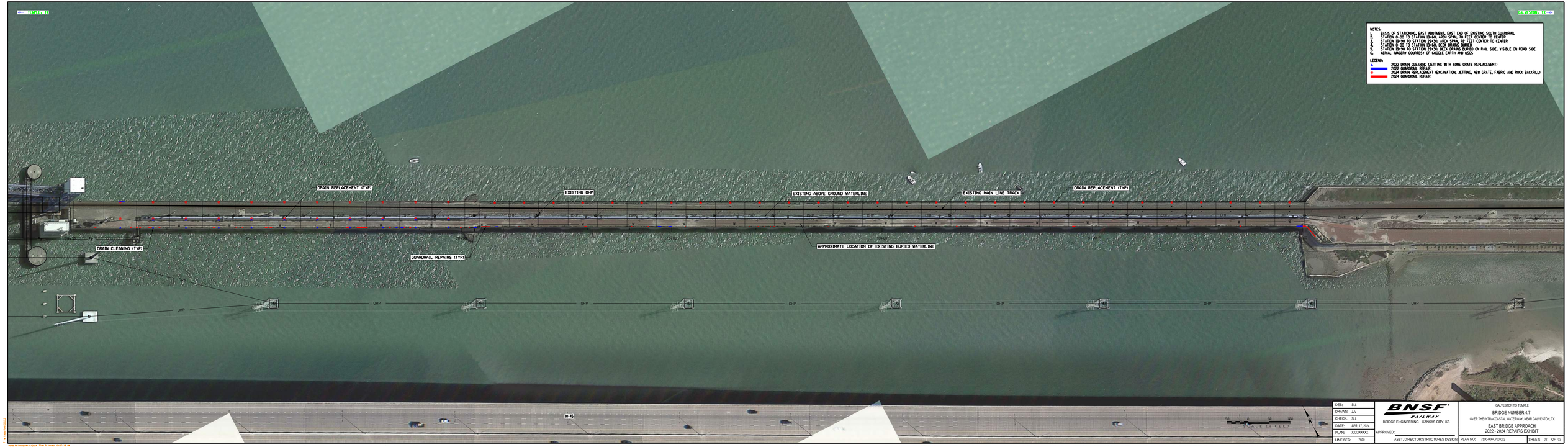
DES: SLL
DRAWN: JJV
CHECK: SLL
DATE: APR. 17, 2024
PLAN: XXXXXXXXX
LINE SEG: 7500

BNSF RAILWAY
BRIDGE ENGINEERING KANSAS CITY, KS

APPROVED: ____________________
ASST. DIRECTOR STRUCTURES DESIGN

GALVESTON TO TEMPLE
BRIDGE NUMBER 4.7
OVER THE INTRACOASTAL WATERWAY, NEAR GALVESTON, TX
WEST BRIDGE APPROACH
2022 - 2024 REPAIRS EXHIBIT

PLAN NO: 7500-0004.700-001
SHEET: 01 OF 02



DES:	SLL
DRAWN:	JJV
CHECK:	SLL
DATE:	APR. 17, 2024
PLAN:	XXXXXXXXX
LINE SEG:	7900

BNSF RAILWAY
BRIDGE ENGINEERING KANSAS CITY, KS

APPROVED:

ASST. DIRECTOR STRUCTURES DESIGN

GALVESTON TO TEMPLE
BRIDGE NUMBER 4.7
OVER THE INTRACOASTAL WATERWAY, NEAR GALVESTON, TX
EAST BRIDGE APPROACH
2022 - 2024 REPAIRS EXHIBIT

PLAN NO: 7900-0004.7004(02) SHEET: 02 OF 02

Date Printed: 4/16/2024 Time Printed: 10:51:18 AM

BRIDGE 7500-0004.700

OVER THE INTRACOSTAL WATERWAY

2024 MAINTENANCE WORK

DRAIN REPLACEMENT PHOTOS

Outside Drain Construction Sequence

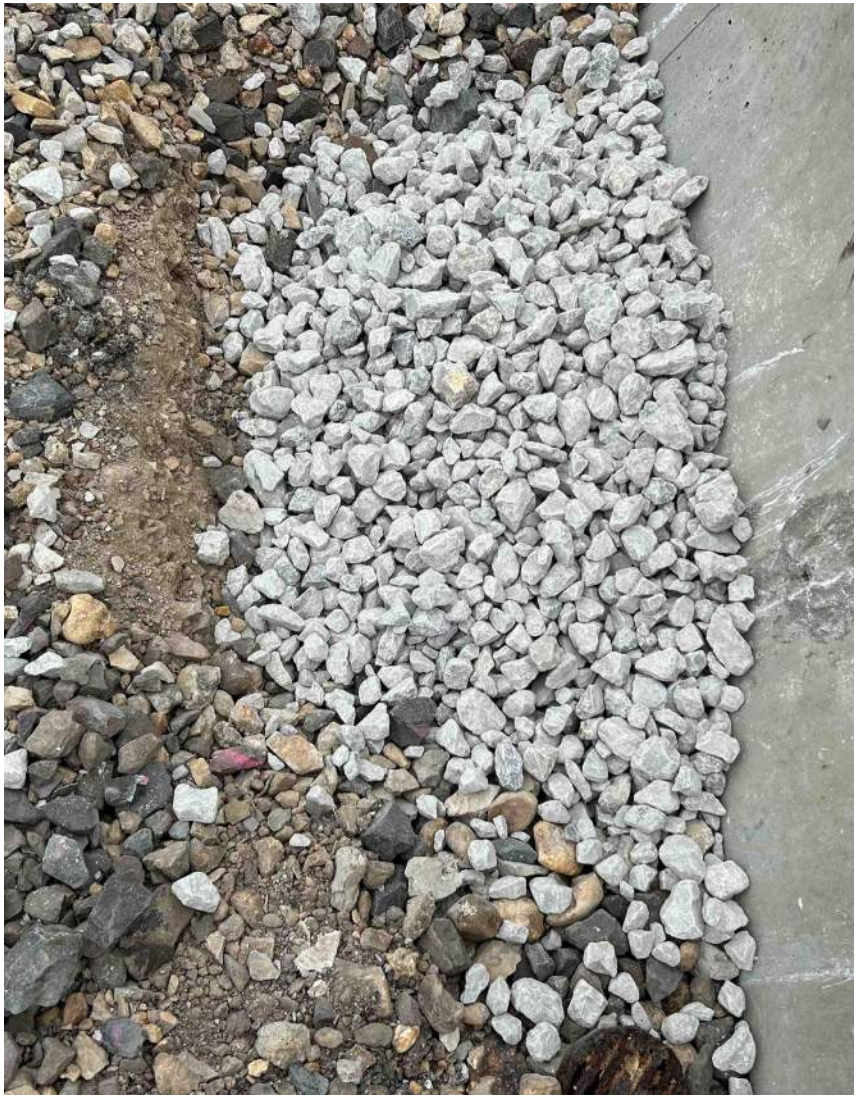
Before

Drain Frame and Grate

Outside Drain Construction Sequence

Geotextile Cover

Aggregate Backfill



Inside Drain Construction Sequence

Before

Excavation

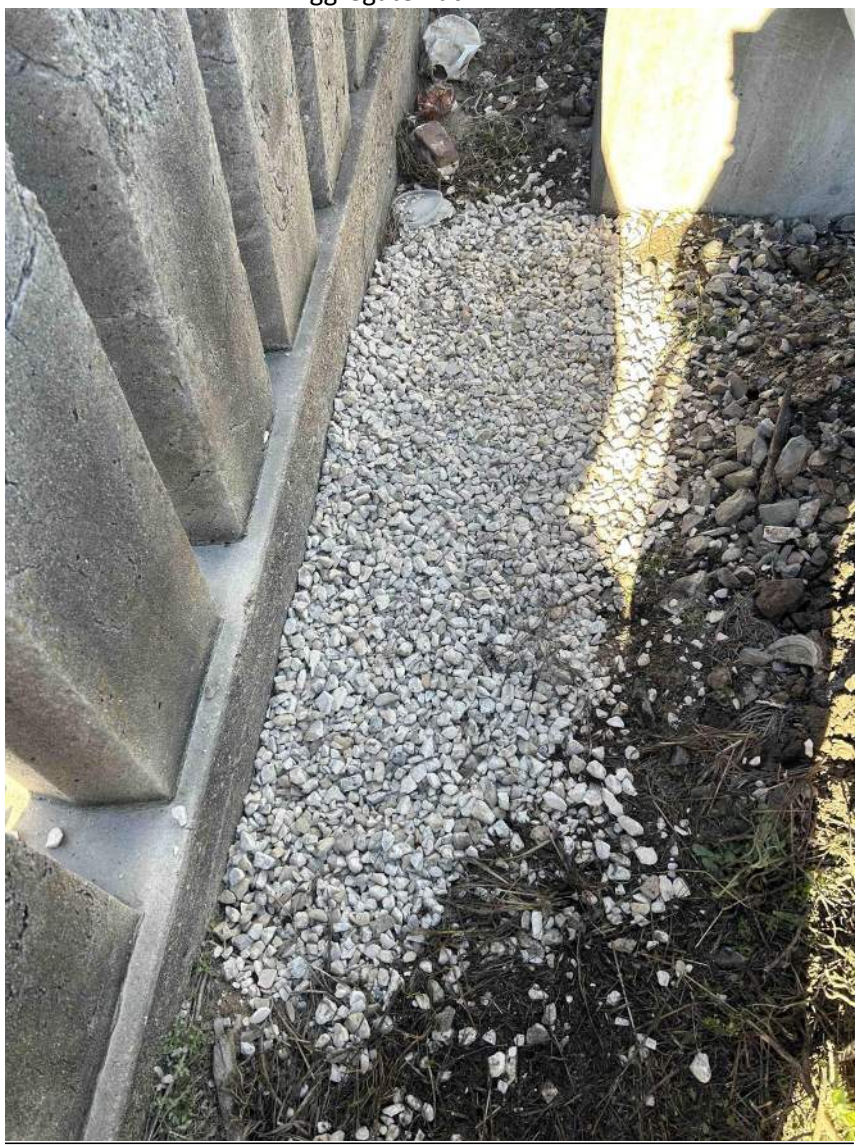
Inside Drain Construction Sequence

Drain Frame and Grate, Aggregate, Geotextile

Geotextile Wrap

Inside Drain Construction Sequence

Aggregate Backfill



BRIDGE 7500-0004.700

OVER THE INTRACOSTAL WATERWAY

2024 MAINTENANCE WORK

EAST (SOUTH) APPROACH GUARDRAIL SUMMARY

East Approach Abutment

Before

After

Station 1+49

Before

After

Station 5+44

Before

After

Station 8+22

Before

After

Station 9+22

Before

After

Station 11+28

Before

After

Station 12+56

Before

After

Station 12+65

Before

After

Station 12+78

Before

After

Station 12+94

Before

After

Station 13+12

Before

After

Station 14+67

Before

After

Station 15+54

Before

After

Station 15+94

Before

After

Station 17+05

Before

After

Station 18+63

Before

After

Station 19+21

Before

After

Station 19+80

Before

After

Station 20+02

Before

After

Station 21+21

Before

After

Station 21+37

Before

After

Station 21+70

Before

After

Station 22+26

Before

After

Station 22+38

Before

After

Station 22+69

Before

After

Station 23+15

Before

After

Station 24+53

Before

After

Station 24+64

Before

After

Station 25+21

Before

After

Station 25+35

Before

After

Station 25+87

Before

After

Station 27+18

Before

After

Station 27+40

Before

After

Station 27+53

Before

After

Station 27+62

Before

After

Station 27+68

Before

After

Station 28+79

Before

After

BRIDGE 7500-0004.700

OVER THE INTRACOSTAL WATERWAY

2024 MAINTENANCE WORK

WEST (NORTH) APPROACH GUARDRAIL SUMMARY

Station 32+31

Before

After

Station 32+52

Before

After

Station 33+91

Before

After

Station 34+90

Before

After

Station 37+28

Before

After

Station 39+14

Before

After

Station 39+84

Before

After

Station 40+04

Before

After

Station 40+17

Before

After

Station 40+58

Before

After

Station 41+01

Before

After

Station 41+19

Before

After

Station 41+37

Before

After

Station 42+03

Before

After

Station 43+88

Before

After

BF 25079.01

160

FIRST AMENDMENT TO AGREEMENT

By and Between

GALVESTON COUNTY, TEXAS
AS OWNER OF THE OLD CAUSEWAY RAILROAD BRIDGE

And

THE BNSF RAILWAY COMPANY FORMERLY KNOWN AS THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, UNION PACIFIC RAILROAD COMPANY, CITY OF GALVESTON, TEXAS AND CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AS LESSEES OF THE OLD CAUSEWAY RAILROAD BRIDGE

And

GULF COAST WATER AUTHORITY
AS LICENSEE OF THE OLD CAUSEWAY RAILROAD BRIDGE

And

GALVESTON WHARVES AS BENEFICIARY OF THE OLD CAUSEWAY RAILROAD BRIDGE

FIRST AMENDMENT TO AGREEMENT RELATING TO THE OLD GALVESTON CAUSEWAY

This First Amendment to that one certain **Agreement** dated effective January 27, 2003 is by and between **Galveston County, Texas** a political subdivision of the State of Texas, as Owner, and **The BNSF Railway Company,** formerly known as **The Burlington Northern and Santa Fe Railway Company, Union Pacific Railroad Company, CenterPoint Energy Houston Electric, LLC, and the City of Galveston, Texas,** a political subdivision of the State of Texas, as Lessees and **Gulf Coast Water Authority,** a political subdivision of the State of Texas, as Licensee and **Galveston Wharves,** a political subdivision of the State of Texas as Beneficiary, all together with their successors and permitted assigns.

W ITNESSETH:

The parties heretofore entered in an Agreement relating to the renovation and future maintenance of what is commonly referred to as the Old Galveston Causeway. This Agreement, which has an effective date of January 27, 2003 may be found in Volume 300-33-1240 et.seq. of the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas.

Since the Agreement was drafted, CenterPoint Energy has removed its main electric transmission lines from the Old Causeway and, as such, all parties agree that it no longer needs to be a major party to and participate in the terms of this Agreement, except to the extent that it must maintain whatever poles and electric transmission wires that belong to it that are still located on the Project. But, removing Centerpoint Energy as a major party to this Agreement will cause a shift in the cost sharing percentages to be borne by the remaining parties in both the renovation portion and the future maintenance portion of this Agreement. This First Amendment is being entered into to address this shift in percentages.

In addition to shifting the percentages to be borne by each of the remaining major parties, since the Agreement was drafted, BNSF Railway Company has expressed an interest in taking a more active role in overseeing the construction of the Project. This First Amendment is being entered into to more clearly define its duties and responsibilities.

Finally, this First Amendment is being entered into to restructure appointment of the Maintenance Committee as it is defined in the Agreement.

Now, Therefore, for valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties desire to amend the Agreement as follows:

1. The paragraph entitled **Supervision of Construction** under the **Agreement on Project** portion of the Agreement will be amended to read as follows:

Supervision of Construction. The County, as Owner of the Old Causeway does not have employees that have the expertise to oversee construction of the Project. Rather, the County must contract with an independent third party for these services. The County believes

that the BNSF Railway Company does have this expertise and has requested the BNSF Railway Company to act as the Construction Manager over the Project. In making its request, the County acknowledges that the services being requested of the BNSF Railway Company are not being made because of BNSF Railway Company's leasehold interest in the Old Causeway but because the BNSF Railway Company is the best independent contractor capable of overseeing construction of the Project. The BNSF Railway Company agrees that it will act as the Construction Manager of the Project and shall be the primary party in charge of supervising the construction of the Project to help ensure that it is built in accordance with the plans and specifications prepared by the Engineering Consultant and approved by the parties and the Coast Guard.

The BNSF Railway Company may call upon the Engineering Consultant as it deems necessary or prudent to assist it with its Construction Management Engineering duties. Both the BNSF Railway Company and the Engineering Consultant will permit the other parties and the Coast Guard to inspect any portion of the Project, including but not limited to improvements unique to each party, at any time during construction. Final approval of the construction of the Project will be primarily determined by the BNSF Railway Company as assisted by the Engineering Consultant. But such determination is subject to approval by the other parties and the Coast Guard.

The Construction Management Engineering Services fees charged by the BNSF Railway Company in supervising the construction of the Project, currently estimated to be approximately $773,000, will be added to the total Project costs. These fees are part of the overall Project costs and will be subject to the Order of Apportionment of Costs Agreement entered into by and between the County as Bridge Owner and the Coast Guard under the Truman Hobbs Act.

BNSF Railway Company's agreement to act as Construction Manager does not relieve the County of its duties and liabilities under the Truman Hobbs Act as the bridge owner. Specifically, this First Amendment does not relieve any party of its obligation to contribute its proportionate share to the cost of the Project, including any overages, if any. But, such overages must be preapproved by the Coast Guard as eligible overages under the Truman Hobbs Act before this obligation becomes effective. No liabilities shall pass to BNSF Railway Company for its work as Construction Manager for the Project.

2. The paragraph entitled **Cost Sharing of Project** under the **Agreement on Project** portion of the Agreement will be amended to read as follows:

Cost Sharing of Project. The parties have been advised by the Coast Guard that their portion of the Project will collectively cost an estimated $3 Million to $3.50 Million Dollars. This price is an estimate and may be adjusted upwards or downwards as circumstances direct. The parties desire to share these costs (as adjusted) among themselves as follows:

Lift Bridge:	81.67% Railroads
	11.66% City/Water Authority/Wharves
	0% CenterPoint
	6.67% County

Archbridge:	69.34% Railroads
Tie-in if cost	19.99% City/Water Authority/Wharves
Apportioned separately	0% CenterPoint
	10.67% County
Road:	69.34% Railroads
Tie-in if cost	19.99% City/Water Authority/Wharves
Apportioned separately	0% CenterPoint
	10.67% County
Pier Protection System:	69.34% Railroads
if constructed	19.99% City/Water Authority/Wharves
	0% CenterPoint
	10.67% County
Engineering and Other	81.67% Railroads
Professional Services	11.66% City/Water Authority/Wharves
	0% CenterPoint
	6.67% County
Tracks and Signal House	100% Railroads
Remaining Poles and Wires:	100% CenterPoint
Waterlines	100% City/Water Authority/Wharves

The rest of the cost of the Project will be borne by the Federal Government pursuant to the terms of the Truman-Hobbs Act.

County to Make Payments. The County, as Owner, will be responsible for making payment as specified by the terms of the construction contract. Each party will reimburse the County its proportionate share of the Project costs within 30 days of each request of the County for reimbursement. A request for reimbursement made by the County to the City/GCWA/Wharves will be made to the City and the Wharves. The City and the Wharves in turn will collect whatever funds are owing by GCWA within the 30-day period and will make payment to the County. Similarly, a request for reimbursement made by the County to the Railroads will be made solely to the BNSF Railway Company. It in turn will collect whatever funds are owing by the Union Pacific within the 30-day period and make payment to the County. A request for reimbursement made by the County to CenterPoint will be made directly to CenterPoint.

3. The paragraph entitled **Cost Sharing of Maintenance** under the **Agreement on Future Maintenance of Bridge** portion of the Agreement will be amended to read as follows:

Cost Sharing on Maintenance. Upon completion of the Project the parties agree to jointly contribute toward the future routine inspections, maintenance and repairs (collectively "Repairs") of portions of the Bridge as follows:

Liftbridge	100% Railroads
Archbridge:	69.34% Railroads 19.99% City/Water Authority/Wharves 0% CenterPoint 10.67% County
Road:	69.34% Railroads 19.99% City/Water Authority/Wharves 0% CenterPoint 10.67% County
Pier Protection System: if constructed	69.34% Railroads 19.99% City/Water Authority/Wharves 0% CenterPoint 10.67% County
Engineering and Other Professional Services (other than for Liftbridge and those items listed immediately below that are the entire responsibility of a party)	81.67% Railroads 11.66% City/Water Authority/Wharves 0% CenterPoint 6.67% County
Tracks and Signal House Remaining Poles and Wires: Waterlines	100% Railroads 100% CenterPoint 100% City/Water Authority/Wharves

4. The paragraph entitled **Maintenance Committee** under the **Agreement on Future Maintenance of Bridge** portion of the Agreement will be amended to read as follows:

Maintenance Committee. A Maintenance Committee will be established upon completion of the Project. The purpose of the committee will be to agree upon the extent of Repairs to the Bridge for each calendar year. The County, the Railroads, and the City will each appoint one representative and Water Authority, CenterPoint and the Wharves will collectively appoint two members to serve on the Maintenance Committee.

5. The Agreement and this First Amendment constitute the complete understanding of the parties and no other representation, oral or written, between the parties shall be of any force and effect unless specifically stated in writing in either the Agreement or this First Amendment.

6. Each party has signed this First Amendment to Agreement on the date specified adjacent to their signature. The effective date of this First Amendment to Agreement will be the date the last signatory has signed.

7. If this Agreement is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one Agreement.

8. The effective date of this Agreement for the performance of all obligations is the date all parties execute this Agreement.

County of Galveston

James D. Yarbrough
County Judge
Date of Execution: 5/5/10

Attest:

Mary Ann Daigle
County Clerk

The BNSF Railway Company

Title: Exec VP-Operations
Date of Execution: 5/10/2010

Attest:

Secretary

City of Galveston, Texas

Steve LeBlanc
City Manager
Date of Execution: 5/14/10

Attest:

Barbara Lawrence
City Secretary

APPROVED AS TO FORM:
Asst. City Attorney

CITY OF GALVESTON * 1839 *

Gulf Coast Water Authority

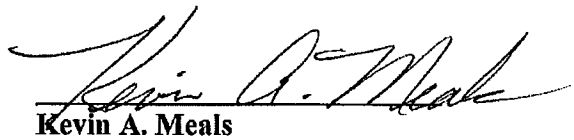
R.C. Williams

R.C. Williams, Jr.
President
Date of Execution: 5/20/10

Attest:

John W. Knust
Secretary

CenterPoint Energy Houston Electric, LLC

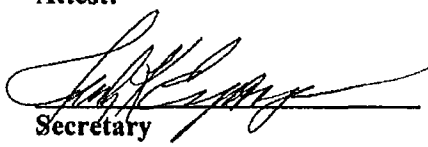


Kevin A. Meals
Agent and Attorney in Fact

Galveston Wharves

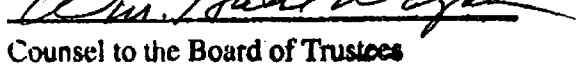
Steve Cernak
General Manager/Port Director
Date of Execution:_____

Attest:



Secretary

Approved as to form:



Counsel to the Board of Trustees
of the Galveston Wharves

Union Pacific Railroad Company

Title: Gen. Mgr. Joint Facilities

Attest:

Secretary: Director Jt. Facilities

Depts\row\Causeway First Amendment May 1, 2010 Draft

ORIGINAL

BURLINGTON NORTHERN
SANTA FE RWY. CO.

CONTRACT NO BF 25079

AGREEMENT

By and Between

GALVESTON COUNTY, TEXAS
AS OWNER OF THE OLD CAUSEWAY RAILROAD BRIDGE

And

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, UNION PACIFIC RAILROAD COMPANY, CITY OF GALVESTON, TEXAS AND CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
AS LESSEES OF THE OLD CAUSEWAY RAILROAD BRIDGE

And

GULD COAST WATER AUTHORITY
AS LICENSEE OF THE OLD CAUSEWAY RAILROAD BRIDGE

And

GALVESTON WHARVES AS BENEFICIARY OF THE OLD CAUSEWAY RAILROAD BRIDGE

AGREEMENT

This Agreement dated as of _____, 2002, is by and between **Galveston County, Texas** a political subdivision of the State of Texas, as Owner, and **The Burlington Northern and Santa Fe Railway Company, Union Pacific Railroad Company, CenterPoint Energy Houston Electric, LLC, and the City of Galveston, Texas,** a political subdivision of the State of Texas, as Lessees and **Gulf Coast Water Authority,** a political subdivision of the State of Texas, as Licensee and **Galveston Wharves,** a political subdivision of the State of Texas as Beneficiary, all together with their successors and permitted assigns.

W ITNESSETH:

Whereas, the County owns what is commonly called the Old Causeway Railroad Bridge ("Bridge") that traverses Galveston Bay from Galveston Island to Virginia Point; and

Whereas, the Burlington Northern and the Union Pacific (collectively called "Railroads") are lessees of the Bridge by virtue of being successors in interest to a Lease between the County and various railroads dated December 15, 1908; and

Whereas, CenterPoint is a lessee of the Bridge by virtue of being a successor in interest to a Lease between the County and Houston Lighting and Power Company dated October 20, 1937; and

Whereas, the City is a lessee of the Bridge by virtue of a Lease between the County and the City dated May 24, 1909; and

Whereas, the Water Authority is a licensee of the Bridge by virtue of having installed a 36-inch outside diameter above ground water pipe used by the City; and

Whereas, the Wharves is the beneficiary of the Bridge inasmuch as the Bridge is used by the Railroads to transport goods to and from its facilities; and

Whereas, on June 18, 2001 the Commandant, U.S. Coast Guard issued an Order to Alter the Bridge by constructing a vertical lift bridge on the same general alignment as the existing bridge ("Project"). The Coast Guard also specified that the new lift span over the navigable channel must provide a minimum unobstructed horizontal clearance of 300 feet measured normal to the channel. It further ordered that the lift span shall also afford at least 73 feet of vertical clearance above mean high water in the open position and a minimum of 8 feet vertical clearance above mean high water in the closed position; and

Whereas, the parties desire to enter into and perform this Agreement in order to facilitate the Project ordered by the Coast Guard; and

Whereas, the parties also desire to provide for future maintenance and upkeep of the Bridge once the Project has been completed.

NOW, THEREFORE, for valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

AGREEMENT ON PROJECT

Advertisement for Consultant. The County will, upon approval of the Coast Guard, advertise for a Statement of Qualifications from interested engineering consultants for the alteration of the Bridge as contemplated by the Project under the provisions of the Truman-Hobbs Act. The advertisement will be placed in the Houston Chronicle, the Engineering News Record and such other publications that may be required by the Coast Guard.

Selection Committee. The County, the Railroads, and CenterPoint will each appoint one representative and the City, the Water Authority and the Wharves will collectively appoint two representatives to serve on a Selection Committee. All decisions made by the Selection Committee will be determined by at least three (3) members voting in favor thereof.

Selection of Engineering Consultant. The Selection Committee will work with the Coast Guard to review written proposals made by the interested engineering consultants. The Selection Committee and the Coast Guard will jointly develop a "short list" of such consultants. The Selection Committee and the Coast Guard will interview the consultants who are on the short list. The Selection Committee will then select the engineering consultant (Engineering Consultant) and the County will enter into a contract for their services. The selection of the Engineering Consultant and the terms of their contract are subject to the prior written approval of the Coast Guard.

Preparation of Plans and Specifications. The Engineering Consultant will prepare the initial plans and specifications for the Project. The Engineering Consultant will incorporate revisions to these plans and specifications that are made by the parties and the Coast Guard. The Coast Guard will approve the final plans and specifications.

Advertisement for Construction of Project. The County will advertise for the Construction of the Project in the Houston Chronicle, the Engineering News Record and such other publications that may be required by the Coast Guard.

Selection of Contractor. The Selection Committee will work with the Coast Guard to review written bids made by the contractors. The Committee and the Coast Guard will also interview those contractors who are on the "short list" being considered for the Project. The Committee will select the Contractor (Contractor) and the County will enter into a contract for the construction of the Project. The selection of the Contractor and the terms of the contract for construction are subject to approval of the Coast Guard.

Supervision of Construction. The Engineering Consultant and the Burlington Northern will represent the parties and be the primary parties in charge of supervising the construction of the Project to ensure that it is built in accordance with the plans and specifications. They will permit the other parties and the Coast Guard to inspect any portion of the Project, including but not limited to improvements unique to each party, at any time during construction. Final

approval of the construction of the Project will be primarily determined by the Engineering Consultant and the Railroad. But such determination is subject to approval by the other parties and the Coast Guard which approval will not be unreasonably with-held.

Cost Sharing of Project. The parties have been advised by the Coast Guard that their portion of the Project will collectively cost an estimated $591,175. This price is an estimate and may be adjusted upwards or downwards as circumstances direct. The parties desire to share these costs (as adjusted) among themselves as follows:

Lift Bridge:	80% Railroads 10% City/Water Authority/Wharves 5% CenterPoint 5% County
Archbridge: Tie-in if cost Apportioned separately	66 2/3% Railroads 17 1/3% City/Water Authority/Wharves 8% CenterPoint 8% County
Road: Tie-in if cost Apportioned separately	66 2/3% Railroads 17 1/3% City/Water Authority/Wharves 8% CenterPoint 8% County
Pier Protection System: if constructed	66 2/3% Railroads 17 1/3% City/Water Authority/Wharves 8% CenterPoint 8% County
Engineering and Other Professional Services	80% Railroads 10% City/Water Authority/Wharves 5% CenterPoint 5% County
Tracks and Signal House Poles and Wires: Waterlines	100% Railroads 100% CenterPoint 100% City/Water Authority/Wharves

The rest of the cost of the Project will be borne by the Federal Government pursuant to the terms of the Truman-Hobbs Act.

County to Make Payments. The County, as Owner, will be responsible for making payment as specified by the terms of the construction contract. Each party will reimburse the County its proportionate share of the Project costs within 30 days of each request of the County for reimbursement. A request for reimbursement made by the County to the City/GCWA/Wharves will be made solely to the City. The City in turn will collect whatever

funds are owing by GCWA and the Wharves within the 30-day period and will make payment to the County. Similarly, a request for reimbursement made by the County to the Railroad will be made solely to the Burlington Northern. It in turn will collect whatever funds are owing by the Union Pacific within the 30-day period and make payment to the County.

AGREEMENT ON FUTURE MAINTENANCE OF BRIDGE

Cost Sharing on Maintenance. Upon completion of the Project the parties agree to jointly contribute toward the future routine inspections, maintenance and repairs (collectively "Repairs") of portions of the Bridge as follows:

Liftbridge	100% Railroads
Archbridge:	66 2/3% Railroads 17 1/3% City/Water Authority/Wharves 8% CenterPoint 8% County
Road:	66 2/3% Railroads 17 1/3% City/Water Authority/Wharves 8% CenterPoint 8% County
Pier Protection System:	66 2/3% Railroads 17 1/3% City/Water Authority/Wharves 8% CenterPoint 8% County
Engineering and Other Professional Services (other than for Liftbridge and those items listed immediately below that are the entire resonsibility of a party)	80% Railroads 10% City/Water Authority/Wharves 5% CenterPoint 5% County
Tracks and Signal House Poles and Wires: Waterlines	100% Railroads 100% CenterPoint 100% City/Water Authority/Wharves

Maximum Annual Routine Expenditure. The maximum annual total expenditure for Repairs will not exceed $100,000. Any expenditure that may be required in excess of this amount will be considered a Catastrophic Repair and will be addressed as such as provided below.

Maintenance Committee. A Maintenance Committee will be established upon completion of the Project. The purpose of the committee will be to agree upon the extent of Repairs to the Bridge for each calendar year. The County, the Railroad, and CenterPoint will each appoint one representative and the City, Water Authority and the Wharves will collectively appoint two members to serve on the Maintenance Committee.

Annual Repairs. The Maintenance Committee will meet by no later than May 31st of each calendar year to determine which Repairs will be made during the upcoming calendar year. All decisions made by the Maintenance Committee will be determined by at least three (3) members voting in favor thereof. Each party will be advised by their committee member by no later than June 30th of each calendar year of the Repairs scheduled to be performed during the upcoming calendar year and the amount of each party's proportionate contribution toward such Repairs.

Responsibility for Repairs of Specialized Portions of Bridge. Each party is responsible for Repairs to those portions of the Bridge that are allocated above as 100% its responsibility. Each party will permit each other party to inspect Repairs that are unique to each party in order to determine that such Repairs will have no negative impact on any other party.

Responsibility for Repairs of Shared Portions of the Bridge. The Burlington Northern will be the primary party who hires third party contractors to perform the Repairs to the shared portions of the Bridge. It will be primarily in charge of supervising such Repairs to ensure that they are in accordance with the plans and specifications of the Repairs approved by the Maintenance Committee. It will permit each other party to inspect any portion of the Bridge at any time during such Repairs. It will have the authority to give the final approval of Repairs on behalf of each other party.

Burlington Northern to Contract To Make Payments. The Burlington Northern will be responsible for making payments to contractors who perform Repairs. Each party will reimburse the Burlington Northern its proportionate share of the Repairs within 30 days of each request for reimbursement. A request for reimbursement to the City/Water Authority/Wharves will be made solely to the City. The City in turn will collect whatever funds are owing by Water Authority and the Wharves and will make payment to the Burlington Northern.

Repairs to Damage to Future Pier Protection System. Currently, the Bridge is protected by the following items:

- two (2) large circular concrete dolphins protected by rubber strips or tires in nets. Both are on the east side of the Bridge with one being located on each side of the channel;
- a timber fender system located between the Bridge and the Causeways owned and operated by the Texas Department of Transportation; and
- timbers along the concrete face of each side of the opening of the Bridge where the bascule span is located.

Once the Project is completed, one or more of the original protective devices may no longer be necessary and may be removed. But, other similar devices may be installed to help contain traffic within the new channel. The protective devices will need to be immediately repaired if they are damaged by storm or sea-going vessel in order that the Bridge might continue to be protected. For that reason, in the event any portion of the pier protection system is damaged by storm or sea-going vessel, the Burlington Northern is authorized to make immediate repairs of the damage up to a maximum expenditure of $100,000. Repairs to the protective devices in excess of $100,000 will be handled as a Catastrophic Repair. The Burlington Northern is also authorized to act in its name and in the name of the parties to recover damages caused by any third party, to settle or to reduce to judgement such claims and to retain, out of the net proceeds (in the event of suit) recovered, an administrative fee of 10%. Should there be no recovery or should the recovery be insufficient to cover the damages, the Burlington Northern will bill each party their proportionate share and each party will reimburse the Burlington Northern its proportionate share within forty five (45) days. By way of illustration, if $17,000 in damages are incurred and the Burlington Northern recovers $15,000, it would deduct $1,500 from the recovery and bill the other parties 33 1/3% of $3,500, or $1,167.

Catastrophic Repairs. The parties acknowledge that the Bridge is located in a harsh environment and is subject to collision by sea-going vessel or damage by storm or hurricane. The parties are not able to reasonably anticipate when major structural repairs to the arch-bridge and road portions of the Bridge will be required due to structural failure, collision with a sea going vessel or storm or hurricane or other similar catastrophic event. But the parties understand that at some unknown date(s) in the future such repairs will be required Accordingly, the parties agree that when Catastrophic Repairs (i.e. repairs in excess of $100,000) are required they will negotiate in good faith with each other to adequately address whatever repairs will then be required to the arch-bridge and/or road portions of the Bridge, the extent and timing of such repairs and the manner of allocating the cost thereof among the parties.

GENERAL PROVISIONS

Modification of Earlier Agreements. Save and except as herein expressly modified, changed or amended, all prior agreements between the parties concerning the Bridge shall remain in full force and effect, unaltered and unimpaired thereby. But, the term of any lease agreement will not be extended beyond its original expiration date.

Subsequent Modifications A subsequent modification to this Agreement must be in writing, signed by the party to be charged and expressly authorized by the governing body of the party.

Severability and Conformity with Legal Limitations. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring

this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be exclusively in Galveston County.

Benefit. This Agreement is intended to inure only to the benefit of the parties to this Agreement. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

Meaning of Words. Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

Tense, Number and Gender. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other genders.

Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

Signatures. Each party has signed this Agreement on the date specified adjacent to their signature. The effective date of this Agreement will be the date the last signatory has signed.

Identical Counterparts. If this Agreement is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one Agreement.

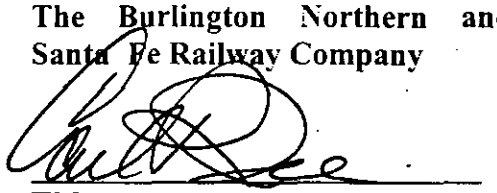
Effective Date. The effective date of this Agreement for the performance of all obligations is the date all parties execute this Agreement.

County of Galveston

James D. Yarbrough
County Judge
Date of Execution: Nov. 18, 2002

Attest:
PATRICIA RITCHIE, County Clerk
by: Patricia A. Puccetti
Patricia A. Puccetti, Deputy

The Burlington Northern and Santa Fe Railway Company



Title:_____

Date of Execution:_____

Attest:

_____

Secretary

City of Galveston, Texas

_____

Steve LeBlanc
City Manager
Date of Execution:_____

Attest:

_____

Barbara Lawrence
City Secretary

The Burlington Northern and Santa Fe Railway Company

_____

Title:_____

Date of Execution:_____

Attest:

_____

Secretary

City of Galveston, Texas

_____

Steve LeBlanc
City Manager
Date of Execution: 12-16-02

Attest:

_____

Barbara Lawrence
City Secretary

APPROVED AS TO FORM

_____

City Attorney

CITY OF GALVESTON * 1839 *

Gulf Coast Water Authority

W.W. Latimer, Jr.
President
Date of Execution: 12-18-2002

Attest:

John W. Knust
Secretary

Reliant Energy-HL&P

President
Date of Execution:

Attest:

Secretary

Galveston Wharves

Steve Cernak
General Manager/Port Director
Date of Execution:

Attest:

Secretary

Gulf Coast Water Authority

_____
W.W. Latimer, Jr.
President
Date of Execution:_____

Attest:

_____
John W. Knust
Secretary

CenterPoint Energy Houston Electric, LLC

_____
President
Date of Execution: 12/18/02

Attest:

_____
~~Asst.~~ **Secretary**

Galveston Wharves

_____
Steve Cernak
General Manager/Port Director
Date of Execution:_____

Attest:

_____
Secretary

Gulf Coast Water Authority

_____
W.W. Latimer, Jr.
President
Date of Execution:_____

Attest:

_____
John W. Knust
Secretary

CenterPoint Energy Houston Electric, LLC

_____
President
Date of Execution:_____

Attest:

_____
Secretary

Galveston Wharves

_____
Steve Cernak
General Manager/Port Director
Date of Execution: 1/27/2003

Attest:

_____
Secretary

Union Pacific Railroad Company

Title: VP-Field Ops.

Attest:

C. W. Taylor

Asst. Secretary

Depts\row\Causeway Final Draft

Contract Transmittal

BNSF
Burlington Northern Santa Fe

Complete the form and send with original contract to: BNSF Corporate Support, Contract Records, 4929 Northeast Parkway, Fort Worth, TX 76106-1818. See attached instructions for more information.

ONLY ORIGINAL CONTRACT WITH ORIGINAL SIGNATURES ARE TO BE SUBMITTED

☐ MARK THIS BOX AND INCLUDE A FAX NUMBER IN THE SPACE BELOW TO REQUEST A RETURN FAX OF THIS TRANSMITTAL ONCE THE CONTRACT NUMBER IS ASSIGNED

FORM SUBMITTED BY:	PHONE NUMBER	FAX NUMBER	DATE SUBMITTED
Nadine M. Grandi	817.352.2385	817.352.2399	02/10/03

DEPARTMENT	LOCATION	CONTRACT SIGNED BY:	OFFICER CODE
Law	Fort Worth, TX	Carl Ice	LAW

X NEW CONTRACT
Complete the following:

DATE OF CONTRACT (mm/dd/yyyy)	EFFECTIVE DATE (mm/dd/yyyy)	TERMINATION DATE (mm/dd/yyyy)	REVIEW DATE (mm/dd/yyyy)
1-27-03	11-18-02		

☐ AMENDMENT
Complete the following:

ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	AMENDMENT DATE (mm/dd/yyyy)

☐ CANCELLATION
Complete the following:

ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	TERMINATION DATE (mm/dd/yyyy)

CONTRACT TYPE CODE	AMOUNT (TOTAL OR MAXIMUM CONSIDERATION)	FORM CONTRACT OR LAW DEPT. APPROVED (SPECIFY)	CONFIDENTIAL (Y,N)
GV-HB			

CONTRACT PARTIES (OTHER THAN BNSF)
Galveston County, TX, Union Pacific Railroad Co, City of Galveston, TX and CenterPoint Energy Houston Electric, LLC, Guld Coast Water Authority and Galvaeston Wharves

DESCRIPTION OF THE CONTRACT
U.S. Coast Guard issued an Order to Alter the bridge by constructing a vertical left bridge on the same general alignment as the existing bridge.
AGMT. FOR RENOVATION & FUTURE MAINTENANCE OF OLD GALVESTON CAUSEWAY BRIDGE.

CONTRACT LOCATION		LINE SEGMENT / MILEPOST INFORMATION					
STATE	CITY	LINE SEG. #	FROM MP #	TO MP #	LINE SEG #	FROM MP #	TO MP #
TX	Galveston						

DOT #	FEDERAL FUNDED (Y,N)	FEDERAL PROJECT ID #	STATE PROJECT ID #

RAILROAD PROTECTIVE INSURANCE (Y,N)	CERTIFICATE OF INSURANCE ATTACHED (Y, N/A)	REFERENCE NUMBER (IF APPLICABLE)

BNSF BILLS OTHER PARTY? (Y,N)
IF YES, ATTACH EXTRA COPY OF CONTRACT FOR ACCT. DISTRIBUTION

SUBMITTING DEPT. IS RESPONSIBLE FOR NOTIFYING CORPORATE SUPPORT WHEN CONTRACT IS CANCELLED.

CONTRACT NO. (ASSIGNED BY CORPORATE SUPPORT.)
BF 25079

NOTE: NO OTHER DISTRIBUTION WILL BE MADE

Quote: 43SL100724

To: City of Galveston, TX.

Attention: Charles Kenworthy– 409.392.7666 –
CKenworthy@GalvestonTX.Gov
Project: 30th Pump Station

Date: 10/07/2024

Foster Fence will provide the following:

Note: Foster Fence LTD is a participating member of the Buy Board Program;
Contract #: 657-21

**City Responsible for removing existing gate, electrical panel and providing dedicated power to

- Repair small 2ft. section of 8' O.A. 2" green fabric damage along 30th St.
- Replace (1) 1-5/8" green top rail along 30th St.
- Straighten (2) 3" green line posts along 30th St.
- Replace & re-set (1) 3" line post along Church St.
- Replace appx. 84 l.f. of 3-strand barbed-wire & (1) b/w arm at gate location adjacent to Garage Administration lot.
- Install (1) new 7+1' (8' O.A.)T x 15'W Green motorized Chain Link track gate w/ posts and hardware.
- Saw-cut curb to install (1) 20'L steel trough.
- (1) HySecurity Slide Smart Gate Opertor.
- (2) Vehicle Safety Loops w/ (2) Safety Loop Detectors.
- Mobilization to and from jobsite, supervision, and management required to complete installation.

Total – $22,695.38* - Tax not included
Estimated Taxes (if applicable) - $0.00

***Quotes are good for 30 days**

Estimator: Santiago Lee - -

Members of: Avetta, ISNetworld, Houston Area Safety Council and C3 Accredited

(281) 456-7273
(281) 456-0221 Fax

FOSTER FENCE LTD
P.O. BOX 96116
Houston, TX 77213

www.fosterfence.com
info@fosterfence.com

Exclusions - unless specifically included in quote:

* Demolition, clearing & grubbing, spoil removal
* Electrical work, access controls, and conduits
* Fence and controls grounding.
* Engineered drawings.
* Fence or fire department permitting.
* Property surveying and site layout. The final location of the fence installation is to be verified with the customer/agent and Foster Fence staff before starting the installation.
* Tree protection, silt fence, temporary fence.
* Hand digging, hydro-excavation, core drilling, rock drilling, probing.
* Concrete & asphalt breaks.
* Signage, bollards, concrete mow strip.
* Painting, staining, galvanizing after fabrication.
* Utility locates beyond 811 One call, location of water lines. Private utility lines are not covered by 811. Locating private lines is the responsibility of the property owner.
* OQ training, OSHA 30 Training, site or hazard specific training greater than 30 minutes
* Remobilizations, down time, standby time.
* OCIP, CCIP, Builders Risk, Payment and Performance Bonds

Commerical Conditions

* All projects requiring special fabrication as well as contracts with a value greater than $75,000 will require signed and approved submittals before Foster Fence, Ltd. proceeds with construction.
* Lead times are projected after submittals are approved.
* Terms - Net 30, unless otherwise expressly negotiated
* All standy/down time in excess of 30 minutes will be billed at a rate of $400 per hour.
* Restocking fee for standard stock materials 25%, non-stock materials 100%
* Foster Fence Ltd. agrees to guarantee all materials to be free from defects in materials and workmanship for a period of one year from installation. This guarantee does not cover abuse, Acts of God, Nature, or other external source.

CUSTOMER SIGNATURE **DATE**

(281) 456-7273
(281) 456-0221 Fax

FOSTER FENCE LTD
P.O. BOX 96116
Houston, TX 77213

www.fosterfence.com
info@fosterfence.com

BuyBoard Vendor Contract Information Summary

Vendor	Foster Fence Ltd
Contact	Thomas Graham
Phone	281-456-7273
Email	tgraham@fosterfence.com
Vendor Website	fosterfence.com
TIN	74-1715034
Address Line 1	16700 Beaumont Hwy
Vendor City	Houston
Vendor Zip	77049
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid and Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 20
States	Texas
Contract Name	Facility Maintenance Equipment and Services
Contract No.	757-24
Effective	12/01/2024
Expiration	11/30/2027
Accepts RFQs	Yes
Return Policy	25% restocking fee on standard items; no returns on custom materials

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date:	January 23, 2025
To:	City Manager Mayor and City Council Members
From:	Tyson Arnold, P.E. Interim Executive Director - Public Works & Utilities
Project Location:	30th Street Pump Station
Project:	Hurricane Beryl Recovery

Request:

A. Consider for approval the replacement of the damaged fence and gate controller at 30th Street Pump Station, in the amount of $22,695.38 with Foster Fence through Buyboard Contract. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Current Situation:

A. All facilities involved with the supply of potable water in the state of Texas must have adequate fencing and access control to its facilities (see 30 TAC §217.328.).
B. 30th Street Pump Station's fence and gate controller was damaged due to Hurricane Beryl and needs to be replaced.
C. Foster Fence was contacted to inspect the facility for fencing damages and provide recommendations and quotes to rectify the damages, which they provided in the amount of $22,695.38.
D. The City can procure Foster Fences services through Buyboard Contract #: 757-24

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Fiscal Impact Report:

Funding Source	Amount
Water Fund - 611803	$ 22,695.38
Total	$ 22,695.38

Alternatives:

A. Approve the replacement of the damaged fence and gate controller at 30th Street Pump Station, in the amount of $22,695.38 with Foster Fence through Buyboard Contract. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the request.

Staff Recommendation:

A. Approve the replacement of the damaged fence and gate controller at 30th Street Pump Station, in the amount of $22,695.38 with Foster Fence through Buyboard Contract. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments:
REV. Quote -GTX 30th St. Pump Station Green

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date:	January 23, 2025
To:	City Manager Mayor and City Council Members
From:	Tyson Arnold, P.E. Interim Executive Director - Public Works & Utilities
Project Location: N/A	**Project:** SCADA 3-Year Annual Maintenance Contract

Request:

A. Consider for approval a three-year annual maintenance contract for the Water / Wastewater SCADA system software and equipment at the Supply Division Water Pump Stations, various Elevated Storage Tank facilities, Wastewater Treatment Plants and various lift stations from sole source provider Watlow Electric Systems USA Inc. (Formerly Schneider Electric Systems). The cost of the annual contracts will be $183,529.00 for 2025, $190,370.00 for 2026 and $199,889.00 for 2027. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Background:

A. This Water Supply System and Wastewater Treatment System is controlled and monitored through a Supervisory Control and Data Acquisition System (SCADA) and PLC equipment.
B. Schneider is the sole source provider for maintenance on their systems. Schneider has provided the City of Galveston with annual maintenance contracts for the past several years that have covered the following:

- Emergency call-outs
- Equipment Parts
- Equipment Repairs
- Preventative maintenance
- Software patch updates and maintenance updates

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Current Situation:

A. In 2018, the City renewed the annual contract for the maintenance of the Watlow Electric Systems USA Inc. (Formerly Schneider Electric Systems).
B. In 2021, the City upgraded the SCADA system to its current version and incorporated the support from the City IT Department to ensure cyber security requirements are being met, and renewed the annual maintenance contract which expired in December 2024.
C. The contract renewal will be another 3-year term scheduled to cost the following amounts:
    a. Year 1 (2025) – $183,529.00
    b. Year 2 (2026) – $190,370.00
    c. Year 3 (2027) – $199,889.00
D. In the event there was not a maintenance contract in place, the City would suffer from delays in obtaining necessary maintenance and/or repairs to the system and potentially jeopardize the City's ability to reliably provide potable water and wastewater treatment.

Fiscal Impact Report

Funding Source	Amount
Combined Utility Fund	
50/50 Supply and Treatment	**$ 183,529.00**
Total	**$ 183,529.00**

Alternatives

A. Approve the three-year annual maintenance contract for the Water / Wastewater SCADA system software and equipment at the Supply Division Water Pump Stations, various Elevated Storage Tank facilities, Wastewater Treatment Plants and various lift stations from sole source provider Watlow Electric Systems USA Inc. (Formerly Schneider Electric Systems) scheduled to cost the following amounts:
    a. Year 1 (2025) – $183,529.00
    b. Year 2 (2026) – $190,370.00
    c. Year 3 (2027) – $199,889.00
B. Do not approve the request.

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Staff Recommendation

A. Approve the three-year annual maintenance contract for the Water / Wastewater SCADA system software and equipment at the Supply Division Water Pump Stations, various Elevated Storage Tank facilities, Wastewater Treatment Plants and various lift stations from sole source provider Watlow Electric Systems USA Inc. (Formerly Schneider Electric Systems) scheduled to cost the following amounts:
    a. Year 1 (2025) – $183,529.00
    b. Year 2 (2026) – $190,370.00
    c. Year 3 (2027) – $199,889.00

Attachments
24Q-0053-2 CoG 2025 SLA
Addendum 1- Eurotherm-Watlow Electric Company – 2025
24Q-0053-2 City Of Galveston Sole Source Letter
Sole Source Justification Form - Watlow

City of Galveston

Municipal Utilities
STAFF REPORT

Date January 23, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Tyson Arnold, Interim Director of Public Works and Utilities

Project: SCADA Annual Maintenance Contracts

Request:

Consider approval of a three-year annual maintenance contract on the Water / Wastewater SCADA system and Programable Logic Controllers (PLCs) equipment at Supply Division Water Pump Stations, various Elevated Storage Tank facilities, Wastewater Treatment Plants and various lift stations from sole source provider Watlow Electric Systems USA Inc. (Formerly Schneider Electric Systems). The cost of the annual contracts will be $183,529.00 for 2025, $190,370.00 for 2026 and $199,889.00 for 2027. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Background:

A. This Water Supply System and Wastewater Treatment System is controlled and monitored through a Supervisory Control and Data Acquisition System (SCADA) and PLC equipment.
B. Schneider is the sole source provider for maintenance on their systems. Schneider has provided the City of Galveston with annual maintenance contracts for the past several years that have covered the following:
    - Emergency call-outs
    - Equipment Parts
    - Equipment Repairs
    - Preventative maintenance
    - Software patch updates and maintenance updates

Current Situation:

A. In 2018, the City renewed the annual contract for the maintenance of the Schneider-Electric Systems USA Inc. The annual maintenance contracts for the 3 years was scheduled to cost the following amounts:
B. In 2021, the City upgraded the SCADA system to its current version and incorporated the support from the City IT Department to insure cyber security requirements are being met.
C. The contract renewal will be a three term with year (1) = $183,529.00 for 2025, year (2) = $190,370.00 for 2026 and year (3) = $199,889.00
D. In the event there was not a maintenance contract in place, the City would suffer from delays in needed maintenance and repairs to the Invensys System Inc. equipment and potentially endanger the City's ability to provide potable water and wastewater treatment.

Fiscal Impact Report

Funding Source	Amount	
Combinined Utility Fund	$	183,529.00
50% / 50% Supply and Treatment M&O		
Total	$	183,529.00

Alternatives

A. Approve the annual maintenance contracts on the Water / Wastewater SCADA system and Programable Logic Controllers (PLCs) equipment at Supply Division Water Pump Stations, various Elevated Storage Tank facilities, Wastewater Treatment Plants and various lift stations from sole source provider Schneider-Electric Systems USA Inc.
    a. Year 1 $183,529
    b. Year 2 $190,370
    c. Year 3 $199,889
B. Do not approve the request.

Staff Recommendation

Approve the annual maintenance contracts on the Water / Wastewater SCADA system and Programable Logic Controllers (PLCs) equipment at Supply Division Water Pump Stations, various Elevated Storage Tank facilities, Wastewater Treatment Plants and various lift stations from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contracts will be $166,022.00 for 2022, $171,618.00 for 2023 and $177,626.00.

Sole Source Letter

SOLE SOURCE JUSTIFICATION

Watlow Electric Manufacturing Company, Inc. (Eurotherm) - Preventative Maintenance Services

The materials and services listed in the Managed Lifetime Service Level Agreement **24Q-0053-2**, dated October 19th 2024, are available from only one source, and competition is precluded for reasons indicated below. There are no substitutes available, or alternative suppliers for these items.

Restricted to the following source:

Manufacturer: Watlow Electric Manufacturing Company, Inc. (Eurotherm)
Manufacturer's Dealer/Representative: None exist for the specified items.

Description of the item / services required:

Watlow Electric Manufacturing Company, Inc. A^2 Automation System aka Eurotherm PAC System, Support Level Agreement, comprising:

- Preventative Maintenance Services
- On-site Corrective Assistance
- Bonded Spares Program
- Software Maintenance Service

The above specified materials and services must be compatible in all aspects (form, fit, and function) with the existing system. These materials and services are available only from Watlow Electric Manufacturing Company, Inc. (Eurotherm). Furthermore, Watlow Electric Manufacturing Company, Inc. (Eurotherm) supplied the original system. Together, this uniquely qualifies Watlow Electric Manufacturing Company, Inc. (Eurotherm) as the sole source.

Sincerely,

Bryan Sutherland

Engineering Manager, Project Delivery Engineering
Watlow Electric Manufacturing Company
P: 703-724-7396
E: bryan.sutherland@watlow.com

Eurotherm

Watlow Electric Manufacturing Company, Inc.
44621 Guilford Drive Suite 100
Ashburn, VA, 20147
Tel. 703.724.7300
www.eurotherm.com

Proposal to City of Galveston for the Provision of a Managed Lifetime Service Level Agreement for the Eurotherm PAC Control Systems at both the Main Wastewater Treatment Plant and Supply Division

Issue 1.0

Watlow Electric Manufacturing Company

Date: 10/29/2024

YOUR REF: –Service Level Agreement

OUR REF: 24Q-0053-2

Eurotherm®

Our Reference: 24Q-0053-2

Date: October 29, 2024

City of Galveston, Texas
PO Box 779
Galveston, Texas 77550

For the Attention of: Mr. Trino Pedraza

Managed Lifetime Service Level Agreement – Eurotherm PAC Control Systems

We are pleased to offer the following quotation to renew your service level agreement to the City of Galveston for the Main Waster Water Treatment Plant and Supply Division Control System(s) hardware and software installed across the island for 2025 for another three (3) years.

This quotation provides an SLA for your Eurotherm PAC Systems installed at the Main Waste Water Treatment Plant and the 30th/59th Pump Station.

Please ensure that you make reference to our quotation number **24Q-0053-2** on any purchase order that may arise from this offer. Your official written Purchase Order can be emailed to orderverification.eurotherm.us@watlow.com

Should you have any queries or require any additional information, please do not hesitate to contact Ann Banes on (405) 696 8176. Thank you for opportunity to serve your control requirements.

Best Regards,

Bryan Sutherland

Engineering Manager, Project Delivery Engineering
Watlow Electric Manufacturing Company
P: 703-724-7396
E: bryan.sutherland@watlow.com

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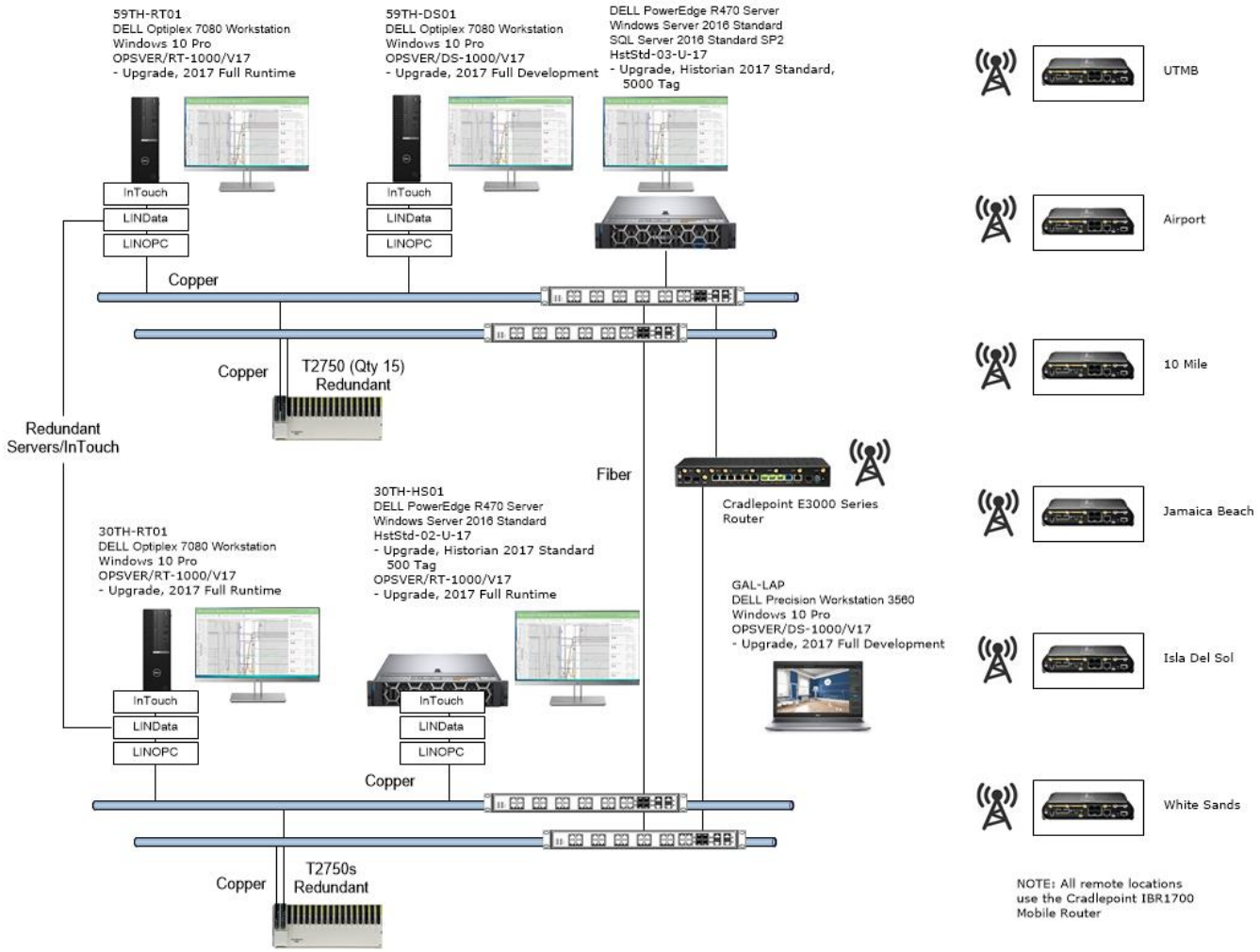
1. SYSTEM OVERVIEW

Eurotherm offers professional services supported by leading industry expertise and is recognized in the market place for its comprehensive, high quality, responsive offerings. In the same way we develop our products to deliver leading, innovative solutions, it makes sense that we develop our services in the same way.

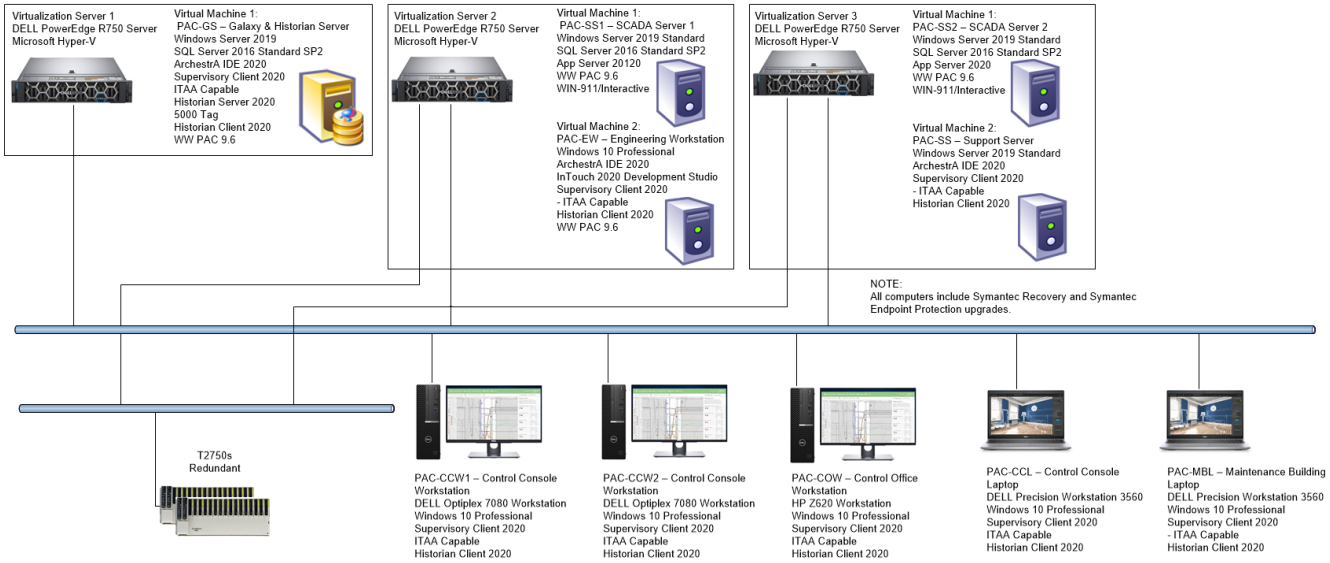
This document provides the details of a Service Level Agreement in support of the installed Eurotherm PAC Systems installed at the Main Waste Water Treatment Plant and the 30th/59th Pump Station. This section shows the System Architecture following your upgrade in 2021 with Eurotherm Project UE-10261.

Network Topology of Control System Supported

System architecture of the system supported in this support agreement:



Pump Station Network Topology



MWWTP Network Topology

Eurotherm believe that this strategy provides to the **City of Galveston** with:

A. Cost effective strategy to continue the operation of the Installed Eurotherm PAC components.

B. Ensure high return, low cost of ownership and availability on their investment.

2. SERVICES PROVIDED BY EUROTHERM

A Managed Lifetime Service Level Agreement always provides a comprehensive long-term Support Agreement operating within strict and measurable parameters to ensure that both customer and service provider are aware of status and of any risks. The agreement also ensuring that plans and actions are in place to mitigate as much as possible these identified risks. The following checked services will be provided within this Managed Lifetime Service Level Agreement:

- ☒ **Regular Cadence calls to assess system performance**
- ☒ **Help Desk & Technical Support (24/7)**
- ☒ **Breakdown and Response Services**
- ☒ **Bonded Spares Repair Service**
- ☒ **Remote Access Diagnostic**
- ☒ **Software and Application Support**
- ☒ **Software Maintenance Service**
- ☒ **Technical Support days**

We ask that you carefully review this quotation and let us know is we have accurately met your expectations. Listed below in detail are the services Eurotherm will provide as part of a Managed Lifetime Service Level Agreement with Eurotherm.

2.1. REGULAR CADENCE CALLS TO ASSESS SYSTEM PERFORMANCE

An important feature of the Service Level Agreement is a monthly cadence call / on-line conference with **City of Galveston.** to ensure operation of the Eurotherm equipment / system is meeting client expectations. This ensures that questions or unexplained anomalies in operation are discussed and addressed promptly. These calls may discuss general questions or more specific issues, which may need further discussion or investigation.

All comments of note made will be logged and, if necessary, a Rolling Action item List (RAIL) will be generated to address issues raised and actions being taken to address client concerns. If necessary, the frequency of the cadence calls will be accelerated until the issues raised are addressed to the clients' satisfaction. Any spares or repair issues will also be discussed during these calls.

Should there be no issues of substance to discuss the cadence call can be postponed until the next scheduled date.

Please note, the client is also able to contact Eurotherm at any time as part of the help desk and technical telephone support detailed below.

2.2. HELPDESK & TECHNICAL TELEPHONE SUPPORT (24/7)

Our Support Helpdesk is available during office hours and provides immediate and effective support on the installed Eurotherm Systems Hardware and Software.

The Eurotherm Helpdesk utilizes the expertise of our Advanced Technical Support Engineers and is also able to escalate enquiries to Systems Engineering, R&D and Product Management should this be required.

This is staffed by experienced Advanced Technical Support Engineers at our US based head office in Ashburn, VA. These Advanced Technical Support Engineers have an average 10 years' experience and provide expert technical support.

Technical Telephone Support is available 24 hours a day, 365 days per year (24/7). A dedicated 'hotline' telephone number is provided in the event the team cannot be reached by the normal support number, this 'hotline' provides a guaranteed telephone response within one hour.

Our Advanced Technical Support Engineers have full access to all project and application material relating to the **City of Galveston / Main Waster Water Treatment Plant & Pump Station**. They will also periodically be involved with on-site activities like **(Preventative Maintenance and/or System improvements/modifications)** to maintain and enhance their understanding of the installed Eurotherm System.

Our proven support procedures allow the escalation of complex technical problems to our R&D Department, Product Managers, Quality Management and Manufacturing personnel.

Process or system critical problems will be addressed by the formation of a 'Critical Task Team' with the Technical Support Manager being responsible to bring together members from Support Team, Systems Engineering, R&D and Product Management.

All support calls and associated emails and documentation are logged via our Service 'Case' system within the Eurotherm CRM (Customer Relationship Management) system. Each issue or technical query will be assigned a unique case number and can be referenced by both Company Name and Eurotherm personnel to ensure traceability and to expedite problem resolution.

2.3. BREAKDOWN CALL OUT & RESPONSE SERVICES

This service provides our customer **City of Galveston** with access to the Advanced Technical Support Engineers available to mobilize to the **City of Galveston** facility. The Breakdown service is manned 24/7 (see Technical Telephone Support Service above). The Advanced Technical Support Engineers will take ownership and assess the problem in conjunction with the customer to ensure problem resolution in the safest and quickest way.

This may involve one or more of the following:

- Technical Telephone Support to the **City of Galveston** technician, to guide the technician through diagnosing and resolving the problem.
- Mobilisation of an Advanced Technical Support Engineers to attend site. There is rota of Advanced Technical Support Engineers available 24 hours per day.

This service will mobilize an engineer on route of receiving the support request as defined in the option purchased

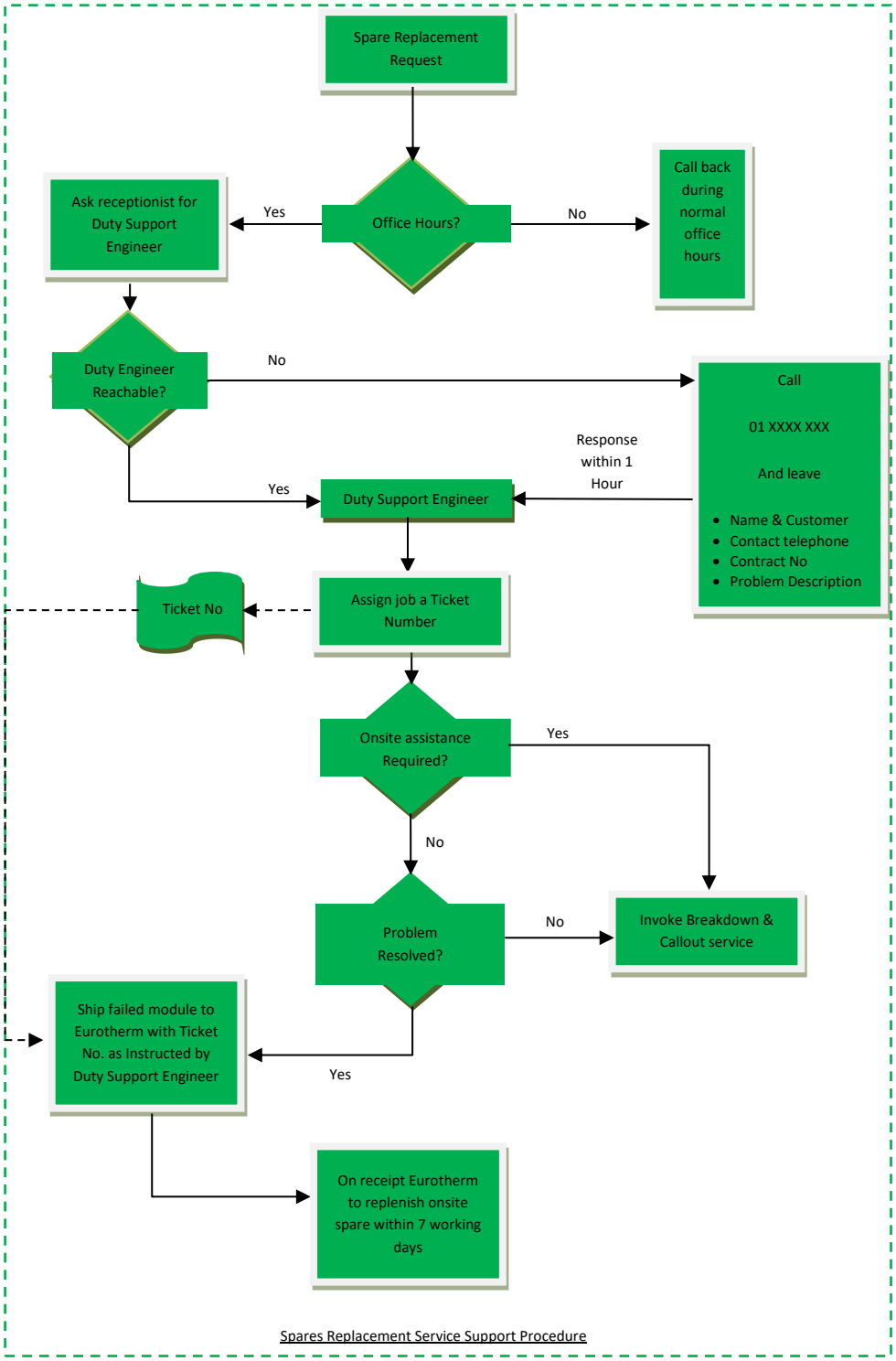
2.4. BONDED SPARES AND REPAIR SERVICES

Within the Managed Lifetime Service Level Agreement, we have made provision for the supply and management of a Bonded Spares service for **City of Galveston** that are associated with the installed System with **7 (Seven) days** free of charge replacement service on Eurotherm manufactured hardware, **14 (fourteen) days** on non Eurotherm hardware.

The bonded spares can be used by **City of Galveston** or Eurotherm to rectify repair as required. Eurotherm will replenish any spares at no additional cost. No charge is made for the repair of the equipment or spares that are returned to Eurotherm Service center for service.

The following page details the procedure for utilizing, repairing and replenishing hardware Bonded Spares:

Bonded Spares Flow Diagram



Spares Replacement Service Support Procedure

2.4.1. Hardware & Software Supported

The hardware and software covered by this contract is detailed in the following pages along with the quantity of bonded spare items included to support the **City of Galveston**

MWWTP – Main Wastewater Treatment Plant

Item	Quantity	Product	Short Description	Lifecycle phase
1	8	2750P-5A	Foxboro A² 5A Power supply	Preferred
2	12	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
3	6	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 termination unit	Preferred
4	6	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
5	19	2500MF-C0F00000	Foxboro A² AI3 Module	Preferred
6	19	2500TF-DU00F00000	Foxboro A² AI3 Termination Assembly	Preferred
7	19	2500MF-E0F00000	Foxboro A² AO2 Module	Preferred
8	19	2500TF-NU00F00000	Foxboro A² AO2 Termination Assembly	Preferred
9	20	2500MF-60F00000	Foxboro A² DI16 Module	Preferred
10	20	2500TF-6U00F00000	Foxboro A² DI16 Termination Assembly	Preferred
11	10	2500MF-70F00000	Foxboro A² DO16 Module	Preferred
12	10	2500TF-7U00F00000	Foxboro A² DO16 Termination Assembly	Preferred
13	2	97-1306	InTouch 2020 Development Studio	Preferred
14	7	01-2835	InTouch for SP 2020 wo/Hist Client	Preferred
15	10	17-1149	Historian Client 2020	Preferred
16	2	WW-PAC	Wonderware PAC 9.6	Preferred
17	3	54-00044	ArchestrA IDE 2020	Preferred
18	3	SQL2008	SQL Server 2016 SP2	Preferred
19	2	19-0164	App Server 2020	Preferred
20	2	04-2075	Device Integration Servers 2020	Preferred
21	2	WIN911	WIN-911/Interactive	Preferred
22	1	17-1400	Historian Server 2020 Enterprise, 5,000 Tag	Preferred

LS01 – Lift Station 01

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500P-5A	Foxboro A² 5A Power supply	Mature
2	1	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
3	1	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred
4	1	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
5	1	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
6	1	2500TF-AD0002	Foxboro A² AI2 Termination Assembly	Preferred
7	1	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature
8	1	2500TF-TU00	Foxboro A² RLY4 Termination Assembly	Mature
9	1	2500MF-60F00000	Foxboro A² DI16 Module	Preferred
10	1	2500TF-6U00F00000	Foxboro A² DI16 Termination Assembly	Preferred
11	1	EYCON-20/NONE/NONE/ELIN/NONE/BATT/SLV/EUR/ENG/XXXXX/XXX/XXXXXX	Foxboro A² Eycon 20 HMI	Preferred
12	1	2750P/2A1	Foxboro A² 2.1A Power supply	Preferred

The cost of repair or replacement of UPS's, computers & network hardware (including Radio and/or cellular) is excluded in this agreement and are the responsibility of the City of Galveston.

59th Street

Item	Quantity	Product	Short Description	Lifecycle phase
1	6	2750P-10A	Foxboro A² 10A Power supply	Preferred
2	3	2500P-EDM	Power supply ORing diode	Preferred
3	30	T2750M-FAELINXXXX	Foxboro A² T2750 Processor	Preferred
4	72	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
5	22	2500MF-E0F0000	Foxboro A² AO2 I/O Module	Preferred
6	50	2500MF-M0F00000	Foxboro A² DI8 (Contact) I/O Module	Preferred
7	44	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature
8	15	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 termination unit	Preferred
9	15	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
10	4	TCSESM243F2CU0	Connexium switch - 24 port (22tx/2f)	
11	1	F2AF-2214	Historian Client and FSCAL License; 5 user / 5user; v17 (3 Users assigned to 59th)	Mature

12	1	INFMG1F-C0CE5	Information Manager Software License; 5k tags; v17	Mature
13	1	OPSS1F-FACE17000	Operations Server and Viewer Software - Development; 60K tags; v17	Mature
14	1	OPSS1F-LACE17000	Operations Server and Viewer Software - Runtime; 60K tags; v17	Mature
15	1	TCSESM083F23F0	ConneXium switch - 8 port (8tx)	

30th Street

Item	Quantity	Product	Short Description	Lifecycle phase
1	26	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
2	13	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred
3	13	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
4	62	2500MF-M0F00000	Foxboro A² DI8 (Contact) I/O Module	Preferred
5	38	2500MF-F0F00000	Foxboro A² RLY4 I/O Module	Mature
6	54	2500MF-A0F00000	Foxboro A² AI2 I/O Module	Preferred
7	8	2500MF-E0F00000	Foxboro A² AO2 I/O Module	Preferred
8	2	2500PF-10F00000	Foxboro A² 10A Power Supply	Preferred
9	4	2500PF-10F00000	Foxboro A² 10A Power Supply	Preferred
10	1	9130/105	Eaton UPS	
11	2	RS20-1600M2M2SDAEHH04.2.05	Hirschmann 24 volt rail mount switch	
12	4	RS20-080M2M2SDAEHH04.2.05	Hirschmann 24 volt rail mount switch	
16	1	F2AF-2214	Historian Client and FSCAL License; 5 user / 5user; v2017 Upgrade 3 SP1 (2 Users assigned to 30th)	Preferred
17	1	INFMG1F-C0CE5	Information Manager Software License; 500 tags; v17	Preferred
18	3	OPSS1F-LACE17000	Operations Server and Viewer Software - Runtime; 60K tags; v17	Preferred

White Sands

Item	Quantity	Product	Short Description	Lifecycle phase
1	4	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
2	2	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred

3	2	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
4	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
5	2	2500PF-2EF	Foxboro A² 5A Power supply	Mature
6	2	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
7	2	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature
8	4	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
9	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
10	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Airport

Item	Quantity	Product	Short Description	Lifecycle phase
1	4	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
2	2	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred
3	2	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
4	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
5	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
6	8	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
7	6	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature
8	12	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
9	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
10	1	EDS 516A	MOXA Ethernet Switch	

UTMB

Item	Quantity	Product	Short Description	Lifecycle phase
1	4	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
2	2	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred
3	2	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
4	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
5	2	2500PF-2EF	Foxboro A² 5A Power supply	Mature
6	2	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
7	2	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature

8	4	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
9	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
10	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Isla Del Sol

Item	Quantity	Product	Short Description	Lifecycle phase
1	4	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
2	2	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred
3	2	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
4	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
5	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
6	8	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
7	4	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature
8	6	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
9	4	2500MF-E0F0000	Foxboro A² AO2 I/O Module	Preferred
10	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
11	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Jamaica Beach

Item	Quantity	Product	Short Description	Lifecycle phase
1	6	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
2	3	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred
3	3	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
4	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
5	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
6	14	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
7	12	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature
8	10	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
9	10	2500MF-E0F0000	Foxboro A² AO2 I/O Module	Preferred
10	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
11	1	EDS-516	MOXA Ethernet Switch	

Ten Mile Road

Item	Quantity	Product	Short Description	Lifecycle phase
1	4	T2750M-FBMTXXXX	Foxboro A² T2750 Processor	Preferred
2	2	T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Preferred
3	2	T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Preferred
4	2	2500PF-2EF	Foxboro A² 5A Power supply	Mature
5	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
6	2	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
7	2	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Mature
8	4	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
9	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
10	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

The cellular modems installed at your site are a 3rd party product. These devices are not supported by Eurotherm Field Service and are not part of this agreement. Eurotherm Service can provide level 1 troubleshooting on communication issues and work with the manufacturing representative to coordinate site service.

The cost of repair or replacement of UPS's & network hardware (including cellular modem) is excluded in this agreement and are the responsibility of the City of Galveston.

Bonded Spares

Product	Short Description	Brand	Bonded spares QTY
T2750M-FBMTXXXX	Eurotherm T2750 Processor	Eurotherm	4
T2750T-IOCRRJ45XXXX	Foxboro A² T2750 Termination unit	Eurotherm	2
T2750B-16RC16CDMXXXXE	Foxboro A² T2750 Base unit	Eurotherm	2
2500MF-L0F0000	Eurotherm DI8 Logic I/O Module	Eurotherm	4
2500MF-F0F0000	Eurotherm RLY4 I/O Module	Eurotherm	4
2500MF-A0F0000	Eurotherm AI2 I/O Module	Eurotherm	4

2500MF-E0F0000	Eurotherm AO2 I/O Module	Eurotherm	4
E20F-1N1N1SLSES0XX0	Eurotherm Eycon 20 Visual Supervisor	Eurotherm	2
2500PF-1EF (or equivalent)	Eurotherm 2.5A Power supply	Eurotherm	2
2500PF-2EF (or equivalent)	Eurotherm 5A Power supply	Eurotherm	2
2500PF-3EF (or equivalent)	Eurotherm 10A Power supply	Eurotherm	2

The total list price for the bonded spares that Eurotherm will provide on this Managed Lifetime Service Level Agreement is **$34,726**.

Spares remain the property of Eurotherm and can be used by both parties to rectify a hardware fault. The faulty unit must be returned to Eurotherm for replacement.

Below is a pictorial view of bonded spares on site as supplied as part of this Service Level Agreement

2.5. REMOTE ACCESS DIAGNOSTICS (RAD)

RAD is a unique remote system management and administration package that provides up to the minute expert service and support as part of this Eurotherm Managed Lifetime Service Level agreement. Reliability, timeliness and accuracy are important issues and with RAD remote support our advance technical support engineers can help the **City of Galveston** to:

- Monitor the system's performance
- Run diagnostic tests and collect diagnostics data for offline analysis
- Visualize error and information messages as they happen
- Check the Status of Network and communication networks
- Check status and performance in real-time of Hardware components such as process Controllers.
- Diagnose faults in real-time with full dialogue with plant supervisors and operators

2.6. APPLICATION & SOFTWARE SUPPORTED

Eurotherm Software Support service covers all software including:

- Software components as defined in **section 1**.
- Existing firmware on **(Eurotherm controllers, Recorders)** instruments supported within the Managed Lifetime Service Level Agreement.
- Process Control application to be developed
- Security patches.

Providing a mechanism for:

- Investigation and Analysis of software problems.
- Software Patch updates if required and approved by Eurotherm.
- Operating System Critical Security Updates if approved by Eurotherm.
- Revision Level Up-dates if required and approved by Eurotherm.
- Modify/change process control application developed on **Project # UE-10261** as needed to resolve reported issue.

2.7. SOFTWARE MAINTENANCE SERVICE

The environments in which Industrial Control systems (ICS) and Information Technology (IT) systems operate are constantly changing.

ICS control the physical world and IT systems manage data. ICS have many characteristics that differ from traditional IT systems, including different risks and priorities. Some of these include significant risk to the health and safety of human lives, serious damage to the environment, and financial issues such as production losses, and negative impact to the operator. ICS have different performance and reliability requirements. They use operating systems and applications that may be considered unconventional in a typical IT network environment. Security protections must be implemented in a way that maintains system integrity during normal operations as well as during times of cyber-attack.

The software maintenance service provides your managed lifetime service level agreement with a comprehensive operating system, application and antivirus software monitoring & patch management program to ensure the most up-to date protection is in place.

Prerequisites of this managed life time service level agreement is that the Microsoft Operating system, Application software (Eurotherm Operation Server Viewer with Aveva InTouch or AVEVA System Platform) and Anti-Virus software is current.

Security Lifecycle

Software maintenance service offered in this service is based around the industry recognized ISA/IEC 62443 standard recognized for industrial Control system (ICS).

The standard is written to be applicable across industrial segments and has been accepted by many countries.

The ISA/IEC 62443 standard defines the cybersecurity lifecycle - a powerful framework used to secure ICS. The cybersecurity lifecycle is a process consisting of four major phases.

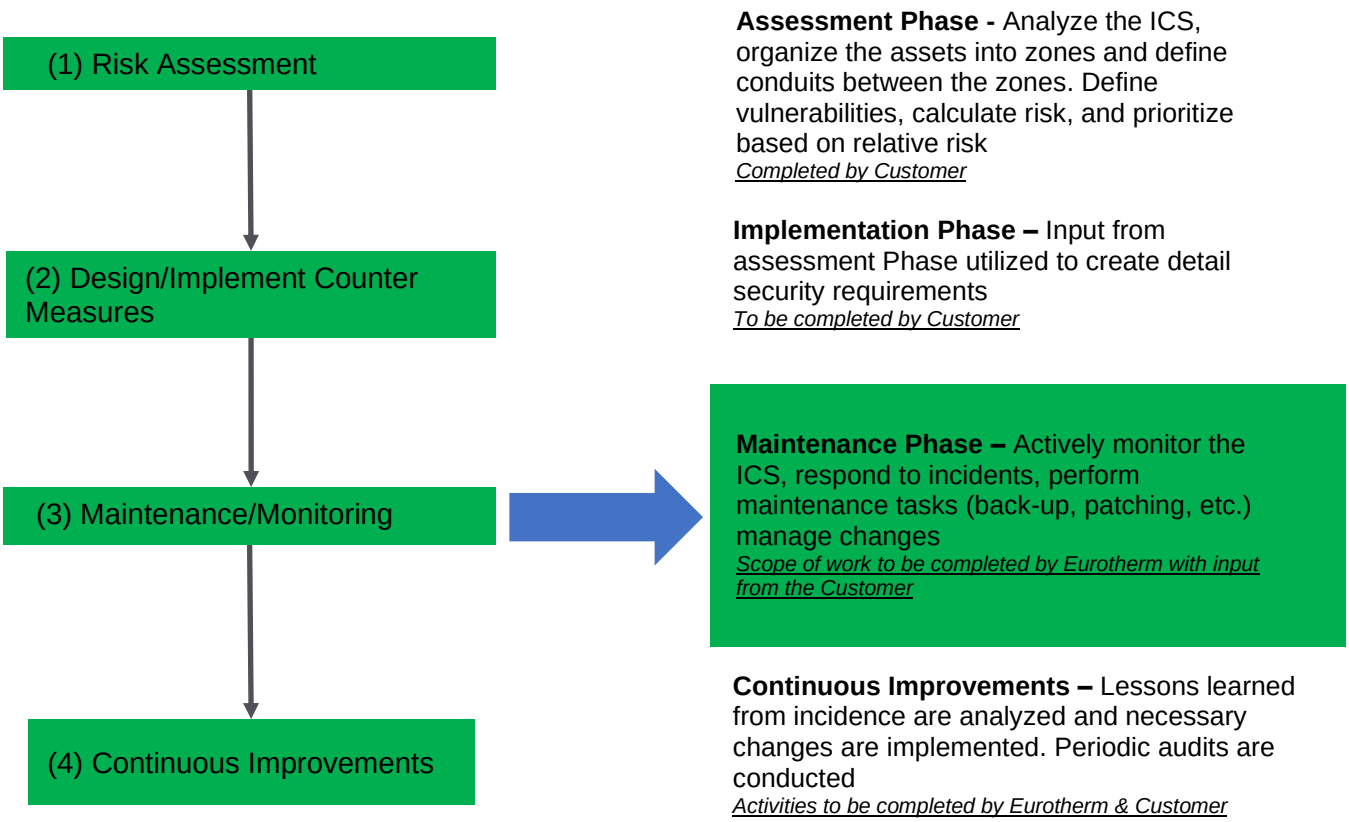


Figure 2.7.1: The Cybersecurity Lifecycle of ICS

The software maintenance service focuses on the **Maintenance and Continuous Improvement** Phase as this is paramount and critical to the ongoing security of industrial control system.

This section provides a detailed description of the tasks to be performed associated with ongoing maintenance (Phase 3) which provides input to the continuous improvement phase 4.

Maintenance Phase

The Maintenance Phase consists of a variety of independent activities that must be effectively managed on an ongoing basis. Activities can be divided into 2 key types – those that occur on a continual basis, and those that are event driven. Each will be discussed in detail and how they are addressed with this service.

System Monitoring

There are two key activities that should be undertaken by the customer while the ICS is operational – asset monitoring and security monitoring.

Asset Monitoring

Ongoing monitoring of the network to track devices connected to the system, and whether elements are using the latest software versions are vital to the security of the ICS, to address this requirement a bench mark of the assets upon commencement of the agreement will be made and a record of all the assets including virtual & physical computers and the plant instruments will be noted in the agreement. Any new device to be added to the system will be fully investigated, recorded and approved for installation using a change control document. In the service agreement, the Eurotherm '**Check Tool Utility**' will be deployed to ensure correct reversion level of the instrument database is being used on the plant by the use of the check sum associated with instrument database. These will be documented and recorded in the site management document.

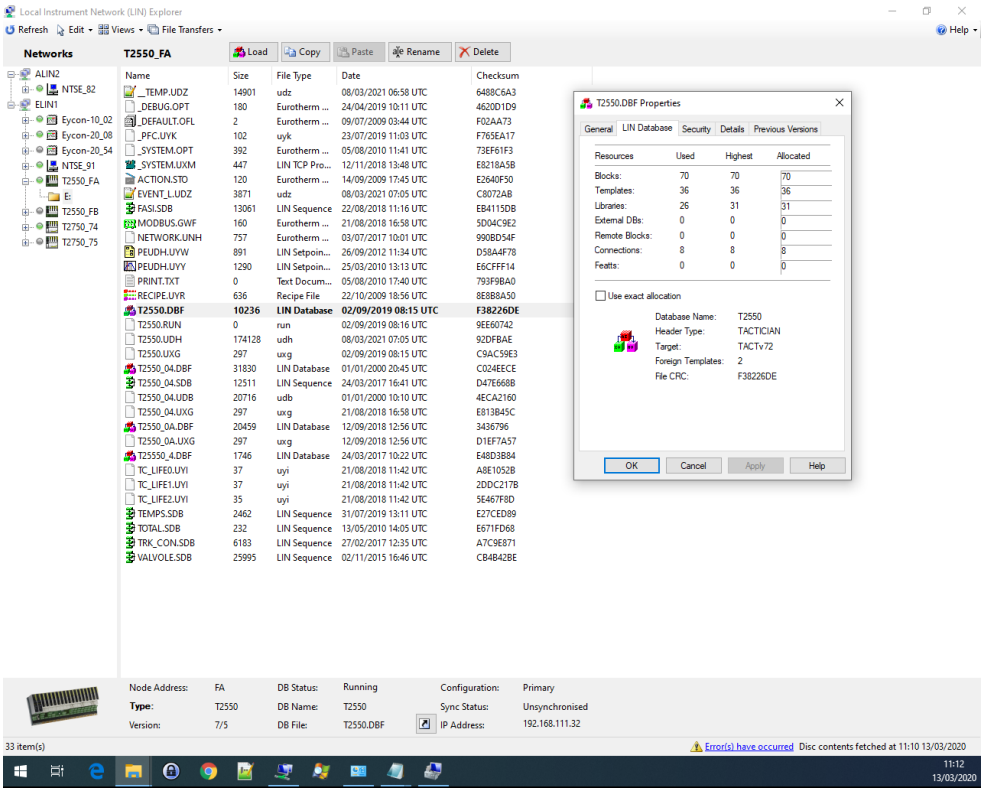


Figure 2.7.2 Example of Master File Checksum

The '**Check Tool Utility'** report will be provided as part of this service detailing the Master file checksums and reconciling them with the program running in each instrument.

Security Monitoring

It is assumed that **City of Galveston** will supply antivirus and firewall protection as part of the implementation phase of the security lifecycle. **City of Galveston** will monitor and report any alarm messages associated or raised. These alarms will be reported to the support team. Alarms raised will be evaluated using the Incident Handling process that is defined later in this proposal.

It is also assumed the physical and virtual network will be protected by the recommendations by a customer security audit and implementation of phase 2 of the security life cycle. The antivirus software will be patched as defined in the event driven maintenance.

Event Driven Maintenance

This section defines the event driven activities of the Maintenance Phase service that will be completed as part of this agreement.

Software Patch Management

Patches are utilized by Eurotherm to address vulnerabilities, and thus are critical to system security.

To help with compliance with security requirements of the ISA/IEC 62443 standard. The supported system within this agreement will be patched as defined below.

Eurotherm will test the Operating Systems, Antivirus and Application software patches supported by this agreement as released on a replicated test system to confirm stability and impact on the running software versions on the supported system. Eurotherm will test and apply the patches every **quarter** throughout the SLA period.

Patch suitability & validation will be created. Any updates that fail defined tests in terms of stability of the system will not be applied on the live system. These failures will be reported to **City of Galveston** & Eurotherm R&D to await their solution. Once a solution is available it will then be tested on the test system prior to installation.

The patch management process will record within this agreement a list of all patchable devices/applications and status available on each item. During the monthly cadence call between **City of Galveston** and Eurotherm, a review and management of the patches will take place with status updates.

The following types of updates available from Microsoft, Aveva and anti-virus supplier will be tested as shown in the flow process diagram in figure 2.7.3:

Critical Updates

Critical Updates are a widely released fix for a specific problem that addresses a critical non-security-related bug.

Security Updates

Security updates are a widely released fix for a product-specific, security-related vulnerability. Security vulnerabilities are rated by their severity. The severity rating is indicated in the Microsoft security bulletin as critical, important, moderate, or low.

Monthly Rollups

Monthly Rollups are relatively new. They are a tested, cumulative set of updates. They include both security and reliability updates that are packaged together and distributed over Windows Update, WSUS, System Centre Configuration Manager and Microsoft Update Catalogue for easy deployment.

The Monthly Rollup is product specific, addresses both new security issues and non-security issues in a single update and will proactively include updates that were released in the past. Security vulnerabilities are rated by their severity. The severity rating is indicated in the Microsoft security bulletin as critical, important, moderate, or low. This Monthly Rollup would be displayed under the title Security Monthly Quality Rollup to install. This Monthly Rollup will be classified as an “Important” update on Windows Update and will automatically download.

Service Packs

A service pack is a tested, cumulative set of all hotfixes, security updates, critical updates, and other updates. Additionally, service packs may contain additional fixes for problems that are found internally since the release of the product. Service packs may also contain a limited number of customer-requested design changes or features.

Non-Critical Updates

While non-critical updates are not responsible for security-relevant vulnerabilities, they may still be very annoying as they potentially impact the performance and stability of Windows. So, the main reason for installing general updates is to avoid or resolve Windows issues.

Testing

Once the system has been replicated in the offices of Eurotherm, the following tests for each server or client per patch will be completed to ensure integrity of the system.

1. Bench Mark existing CPU performance parameters before installation and afterwards to confirm performance.
2. Interrogate windows and application events log for any issues reported. If any issues are reported make note and resolve first.
3. Create backups of the existing EuroPS folders of the application and ensure image backup of the system is available.
4. Restart existing SCADA system and confirm no current issues with startup.
5. Check clients are communicating with the servers and carry out a change over.
6. On the standby server switch Eurotherm Operation Server Software off.
7. Apply patch and restart server or client.
8. Ensure the server or client has rebooted with no issues, use Windows viewer to review logs created.
9. Start Eurotherm software and check the following:
    a. InTouch system reboots successfully.
    b. Alarms are available (historic) and new alarms can be acknowledged.
    c. Run Eurotherm explorer and note plant instruments are available.
    d. With Eurotherm explorer running ensure files can be copied from instrument to the EuroPS folder.
    e. Using deployment tool confirm clients can be reached.
    f. Using WW logger confirm and validate messages recorded and confirm
10. With the server or client started check all the services and application software has started.
11. If any issues with the system that cannot be resolved initiate system restore to pre-installation backup. (EuroPS etc.)
12. If all the tests are completed successfully complete the change control document to manage the patch applied. Email this to the SLA contact defined in the agreement.
13. Dialogue with the customer and arrange installation of the patch on the production system.
14. Remotely login (If option available) or arrange a technical support visit and carry out steps 1 to 12.
15. Complete the change control document and update the patch status register in the SLA box location. This controlled box location will only be available to both **City of Galveston** and Eurotherm.

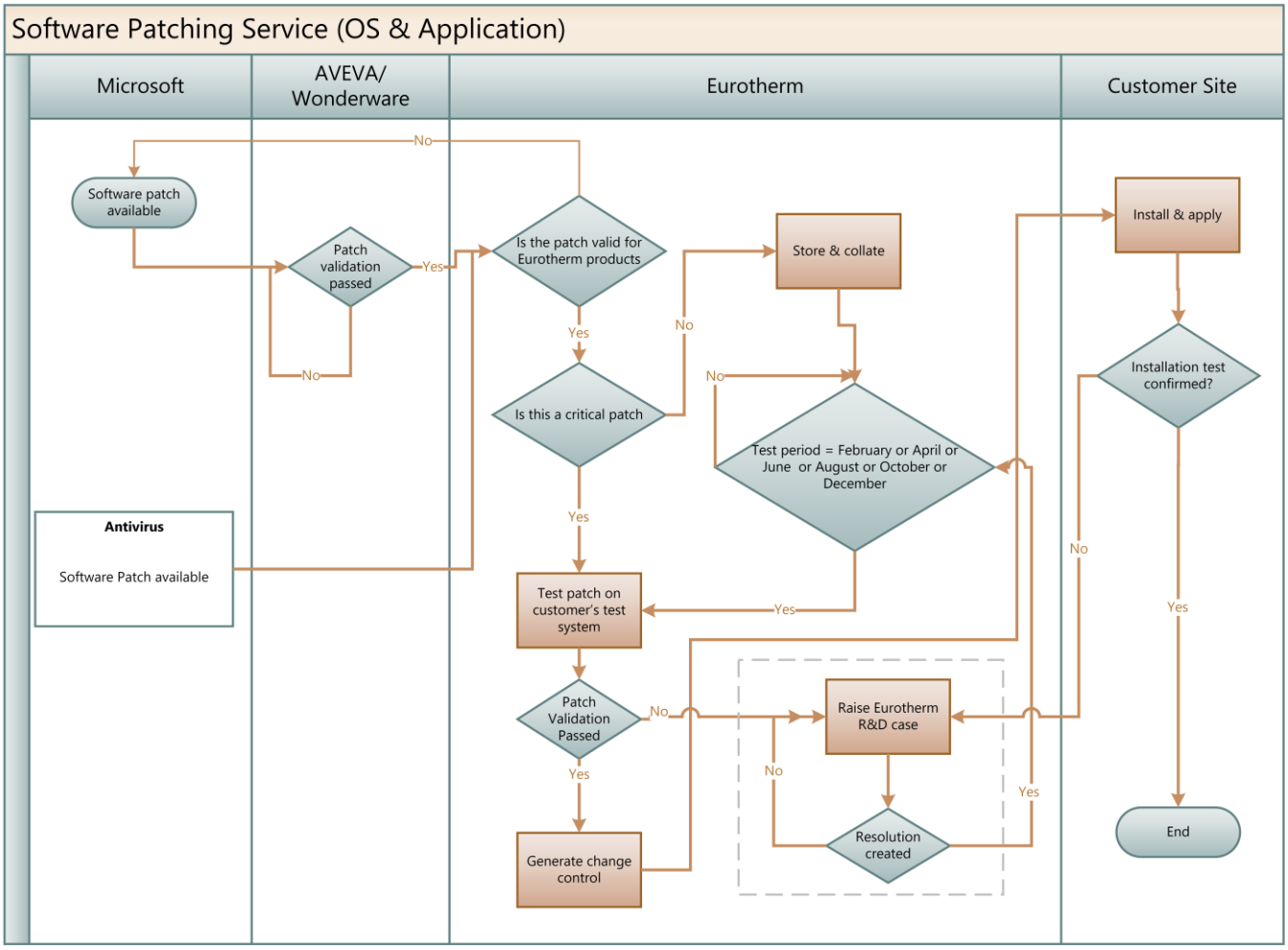


Figure 2.7.3 Software Maintenance Service Flow Diagram

System Backups

During this agreement, Eurotherm will create disaster recovery policy for the system supported. EuroPS (application) backup of the system will be completed every site visit. A copy will then be used for the patching service etc. On-Site Technical support days are used to complete image backups of the computer system including servers and clients for the current configuration. Should more clients or servers be added during this agreement, additional days will be utilized and additional charges may apply per the defined day rates in this agreement.

Change Management

A formal change control management process will be followed using an asset management folder. This will be used to ensure that all changes are effectively requested, decided on, implemented, and documented. This process is vital as it will aid any incident reporting investigation.

The asset management folder will be stored in a secure box location shared and owned by **City of Galveston** and Eurotherm.

Password Management

Password management for the servers, clients and Eycon's will be managed using the Eurotherm application software 'Security Manager' on the Eurotherm Operation Server Viewer machines and Windows User accounts on AVEVA System Platform.

The SCADA system will be configured to run with local account with no expiry date. Local users can then logon to the SCADA InTouch system using their credentials.

Incident Handling

A critical process in the Maintenance Phase is incident handling. Incident handling creates a plan to deal with unauthorized intrusion, cyber theft, denial of service, malicious code, and other security related events. The plan can be broken into six major steps. Eurotherm will use the below to resolve any incidents reported during the duration of this agreement working with **City of Galveston** IT department.

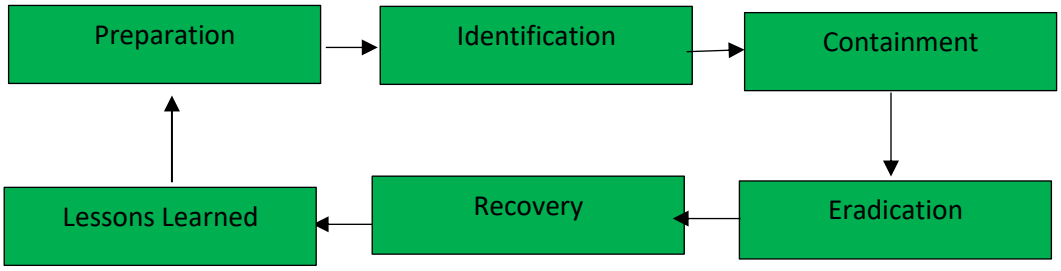


Figure 2.7.4 – Incident Handling Process

Preparation – Upon commencement of this managed lifetime service level agreement, Eurotherm will issue an incident number to call that is available 24/7, email address and contact information for reporting incidents. Key elements of the preparation will be the disaster and recovery plan for the **City of Galveston** sites.

Identification – In this step, Eurotherm will organize a Teams meeting with **City of Galveston** contact to review the situation and prioritize actions with the primary handler from Eurotherm. Joint decisions will be made on the action(s) to be taken. All issues will be tracked using Eurotherm case management database. The issue will be logged, and case number created to capture all the information and actions.

Containment – In this step, the source of the incident is isolated. The process begins by making a forensically sound backup of all infected systems. One copy should be made for evidence. All passwords should be changed immediately to prevent unauthorized access to compromised accounts.

Eradication – In this step, the issue will be addressed. The underlying vulnerability will be addressed with install of relevant software along with recommended steps by the software vendor.

Recovery – In this step, the application is restored to a functional state. The application will be validated prior to restoration to service, and performance should be closely monitored during initial hours of operation.

Lessons Learned – In the final step, Eurotherm & **City of Galveston** will identify areas that could have been improved in the incident handling process, and then initiate steps to implement required changes.

2.8. TECHNICAL SUPPORT DAYS

Annual Eight (8) days Technical Support days within agreement are used to fund activities such as:

- Preventative Maintenance Visits.
- Site breakdown – call–outs.
- Travel time to/from site
- Validation Support
- On-site Training via Advanced Support Engineers.
- Disaster and recovery Backups
- Asset Monitoring

3. SUMMARY OF SERVICES

Listed below are all services available in this Managed Lifetime Service Level Agreement:

Item	Service	Description
1	Regular Cadence calls to assess system performance	Monthly regular call / on-line with the client to ensure operation of the Eurotherm equipment is meeting client expectations (See section 2.1)
2	Helpdesk/Technical Support ☐ Office business hours 8/5 (8 hours per day, 5 days per week) **☒ 24/7, 365 days per year**	Expert technical assistance Eurotherm Level 2 Support Team where required (See section 2.2)
3	Breakdown callout: **☒ Office Cover – NWD**	En-Route Commitment Next Working Day (NWD) for an Advance Technical Support Engineer on site (See section 2.3)
4	Eurotherm / non-Eurotherm Parts Management with Bonded Spares	Bonded Critical Spares on site with 7 day free of charge replacement service on Eurotherm parts and 14 day free of charge replacement service on Non Eurotherm parts (See section 2.4)
5	Remote Access Diagnostic	Diagnose the system remotely, (See section 2.5)
6	Software & Application Support	Keep Eurotherm instrument firmware at the latest available version. Get discount on the latest versions of the software purchased (See section 2.6)
7	Software Maintenance Service	A comprehensive operating system, application and antivirus software monitoring & patch management program to ensure the most up-to date protection is in place. (See section 2.7)
8	Technical Support Days (8 days)	Up front purchases of days to fund various activities on customer site or in the offices of Eurotherm. These can be used to fund training, engineering changes and call-out …etc.
ADDITIONAL SERVICES		
1	Consulting Services Discount (10% if Eurotherm else 10%)	Leverage our hardware, software, application expertise. Expert guidance on best practices during initial rollout and on-going phases of your application
2	Discount on Training by Eurotherm (10%)	Access discounted training via Eurotherm
3	Level 2 Direct/Advanced Technical Support for Runtime Systems	Get direct access to Eurotherm Level 2 Advanced Technical support for runtime technical issues
4	Discount on Eurotherm software version Upgrades.	Get a discount on the latest versions of the software purchased (Eurotherm)
5	Discount on Eurotherm Hardware 10%	Discount on hardware purchased with Managed Lifetime Service Level Agreement active
6	Technical Support Case Prioritization & escalation	Receive top priority on your technical issues
7	Firmware and Patch Maintenance Releases	Keep your Eurotherm firmware and software up to date with the latest patches as directed by Eurotherm.
8	Discount on Additional Eurotherm software licenses (10%).	Get a discount when you purchase additional licenses to expand your existing system(s)

4. PRICE AND CONFIGURATION AND OPTIONS

To provide **City of Galveston** the most cost-effective service agreement, Eurotherm is pleased to offer the following three-year fixed price agreement.

Item	Services included	2025	2026	2027
1	Regular Cadence Calls	**Included**	**Included**	**Included**
2	Helpdesk/Technical Support: ☐ Office business hours 8/5 ☒ **24/7, 365 days per year**	**Included**	**Included**	**Included**
3	Breakdown callout: ☒ **Office Cover – NWD**	**Included**	**Included**	**Included**
4	Bonded Spares	**Included**	**Included**	**Included**
5	Remote Access Diagnostic	**Included**	**Included**	**Included**
6	Software & Application Support	**Included**	**Included**	**Included**
7	Software Maintenance Service	**Included**	**Included**	**Included**
8	Technical Support Days (8 Days)	**Included**	**Included**	**Included**
	TOTAL	**$183,529**	**$190,370**	**$199,889**

5. COMMENTS AND ASSUMPTIONS

Some assumptions have been made in the compilation of this quote and these are listed below together with comments:

1. One-year purchase order required prior to commencing of this agreement.

2. All site visits if required will be charged at Eurotherm's current standard rate minus 10% or funded by the use of Tech support days included in the Managed Lifetime Service Level Agreement providing agreement is active/current.

3. All services will be provided by Eurotherm personnel or contractors who will require unrestricted access and required support personnel during normal working hours to perform the required work.

4. Customer to ensure disaster and recovery backups are available if requested by Eurotherm engineer on site or office support.

5. The cost of repair or replacement of UPS's, computers & network hardware (including Radio and/or cellular) is excluded in this agreement and are the responsibility of the City of Galveston.

6. The cellular modems installed at your site(s) are a 3rd party product. These devices are not supported by Eurotherm Field Service and are not part of this agreement. Eurotherm Service can provide level 1 troubleshooting on communication issues and work with the manufacturing representative to coordinate site service.

7. To place an order, please send the purchase order referencing this quotation number via email to: orderverification.eurotherm.us@watlow.com

6. COMMERCIAL AND DELIVERY

1. This quotation is valid for 60 days.
2. All shipments to **City of Galveston** covered within this agreement are free of charge.
3. The following staged payments will apply, subject to credit approval:
    - 100% Upon start of contract, net 30 days
4. To place an order, please send the purchase order referencing quotation number **24Q-0053-2**
5. Purchase Orders should be made out to **Watlow Electric Manufacturing Company.**

    Send completed purchase orders as follows:

    Email: orderverification.eurotherm.us@watlow.com

    Fax: 703-724-7303 Attn: Order Management

    Mail: Watlow Electric Manufacturing Company.
    Attn: Order Management
    44621 Guilford Drive, Suite 100
    Ashburn, Virginia 20147
6. Terms and Conditions are per Terms & Conditions of Sale of Goods and Services for Watlow Electric Manufacturing Company, Inc. dated 1 OCT 2023.
7. The bonded spares on site, as defined in section 2.4.1, remain the property of Eurotherm and will be available to be used by **City of Galveston** for the duration of the agreement.

7. TERMS & CONDITIONS OF SALE OF GOODS AND SERVICES

Watlow Electric Manufacturing Company, Inc.

Article 1: Definitions

1.1 **"Buyer"** shall mean the company which has executed the Purchase Order.

1.2 **"Days"** shall be calculated as calendar days unless otherwise specified in the Purchase Order.

1.3 **"Goods"** shall mean all products, equipment, materials, spare parts, hardware, supplies, Software and accessories to be supplied.

1.4 **"Intellectual Property Rights"** shall mean any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques or other proprietary right.

1.5 **"Party and Parties"** shall mean Seller, Buyer, any of their affiliate(s) which has executed a Purchase Order hereunder. In its singular form, Party means either the Seller or the Buyer.

1.6 **"Price"** shall mean the total value of the Purchase Order after all applicable discounts have been applied. Expenses are not included in the Price unless agreed upon in the Purchase Order.

1.7 **"Purchase Order"** shall mean the purchase order, either paper or electronic, with related attachments and changes thereto, which shall describe the specific Goods and Services to be supplied by Seller to the Buyer and the detailed Specifications for such, including without limitation, the pricing and delivery schedules. These terms and conditions herein shall form the agreement governing the Purchase Order.

1.8 **"Seller"** shall mean Watlow Electric Manufacturing Company, Inc.

1.9 **"Software"** shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation, for which Seller grants Buyer a license.

1.10 **"Specifications"** shall mean the Seller's standard specifications applicable to the Goods at the time of execution of the Purchase Order hereunder or the specific requirements mutually agreed upon between the Parties in the Purchase Order in relation to the Goods and Services.

1.11 **"Third Party Products"** shall mean products and software of a third-party vendor. If Third Party Products are supplied by the Seller under the Purchase Order, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third-party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto. For time and materials orders, Third Party Products are quoted subject to price changes imposed by third party vendors between the date of Purchase Order encompassing such Third-Party Products and the date of Seller's invoice related to that Third-Party Product.

1.12 **"Warranty Period"** shall mean the applicable time period during which Goods are guaranteed by Seller under the conditions set forth herein. Goods and Software are warranted for a period of twelve (12) months following installation or eighteen (18) months following the date of shipment, whichever occurs first. Services are warranted for a period of thirty (30) days following their performance. Third Party Products are warranted as stated in Article 1.11.

Article 2: Not Applicable.

Article 3: Orders

3.1 Buyer has issued this Purchase Orders to Seller requesting Seller to provide the Goods.

3.2 This Purchase Order constitutes a contract between Buyer and Seller. The Purchase Order shall be deemed to incorporate the terms herein, whether or not stated on the face of the Purchase Order and all other referenced terms on the face of the Purchase Order are rejected in their entirety. Any provision of the Purchase Order that modifies or deletes any provision herein shall be null and void.

Article 4: Changes

4.1 Either Party may request changes that affect the scope, duration, delivery schedule or price of the Purchase Order, including changes in the Specifications and Goods to be delivered. If either Party requests any such change, the Parties shall negotiate in good faith a reasonable and equitable adjustment to the Purchase Order. Neither Party shall be bound by any change requested by the other until an amendment to the Purchase Order in the form of a change order has been accepted in writing by both Parties. Pricing of changes shall be based on the then current Seller's prices.

4.2 Any alteration, deletion or addition to the Work ordered in the Purchase Order or a change in any provision of the Purchase Order shall be effective only if made in a change order is executed by Buyer and Seller. A change order, however, shall not modify any provisions herein unless the parties agree in writing to do so.

Article 5: Price, Taxes, and Currency

5.1 The Price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services proposed by Seller, or upon the production, sale, distribution, delivery, or upon other features related thereto. Buyer shall be responsible for all such taxes, duties and charges resulting from this agreement or order. Seller is required to impose taxes on orders and shall invoice the Buyer for such taxes, duties and charges unless the Buyer furnishes Seller at the of the order with an exemption certificate or other document acceptable to the authorities imposing the tax, fee or charge.

Article 6: Invoicing

6.1 Invoices shall be sent to the address specified in the Purchase Order.

6.2 Should Buyer dispute any invoice, Buyer shall notify Seller of the nature of the dispute in writing within fifteen (15) days of the invoice date. Buyer shall have the right to withhold payment of the portion of the payment in question until the dispute is resolved ("Disputed Invoice"). If Buyer does not notify Seller of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms. Notwithstanding any dispute regarding the invoice, Buyer shall pay the undisputed portion of the disputed invoice.

6.3 Seller shall invoice Buyer in accordance with the schedule in the proposal, or if there is no schedule, then upon shipment of the Goods.

Article 7: Payment Terms

7.1 Subject to Seller's approval of Buyer's current credit rating, full payments of all invoiced Goods and Services are due within thirty (30) calendar days from the invoice date. Buyer acknowledges that Seller has the right to reassess Buyer's creditworthiness from time to time. To the extent such is in accordance with law, in the event there is a decline in Buyer's creditworthiness, Seller may, upon thirty (30) days written notice, revise the payment terms between the parties. Upon request, Buyer shall provide financial data evidencing the Buyer's worth in order for Seller to determine the creditworthiness of Buyer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.

7.2 Payments advices from Buyer shall include the following information: invoice number, amount of payment, and purchase order number.

7.3 If Buyer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, Seller may demand immediate payment and at Seller's option (i) suspend all further deliveries to be made under the Purchase Order or any further performance under any other contract with Buyer or Buyer's affiliates, in which event Buyer shall not be released in any respect from its obligations to Seller under the Purchase Order; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Goods for which payment has not been made; (vi) charge interest at 1.5% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vii) reassess the credit worthiness of Buyer and change any current payment terms. Any discount from Seller's rates, if any, shall cease to apply to the delinquent invoice, Buyer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.

7.4 Buyer shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller and/or its affiliates.

Article 8: Delivery, Title and Risk of Loss

8.1 Unless otherwise agreed upon in the Purchase Order, title to all Goods sold hereunder, except for Software whose title remains at all times with Seller, shall pass to Buyer upon full payment of the Purchase Order.

8.2 Upon delivery, risk of loss or damage shall pass to Buyer unless delivery has been delayed because of Buyer in which event risk of loss shall pass to Buyer upon the originally scheduled delivery date.

8.3 Delivery, unless otherwise agreed upon in the Purchase Order, shall be Ex-works (Incoterms 2000), Seller's facility.

8.4 If, as part of the Purchase Order, Seller is responsible for packing any Goods for shipment, Seller shall pack, mark and label such Goods in accordance with its usual packing procedures.

Article 9: Receiving, Inspection and Acceptance

9.1 Buyer shall be responsible for receiving, installing, starting up and maintaining all Goods, unless otherwise agreed in the Specifications.

9.2 If Buyer fails to notify Seller of any material non-conformities with the Specifications within a reasonable period following delivery, not to exceed thirty (30) calendar days, or is using those Goods or the results of Services in a production environment or for the regular conduct of its business, the Goods shall be deemed accepted, without prejudice to the warranty provisions hereunder.

9.3 Buyer shall have the right to reject Goods or Services not materially in accordance with the Specifications. Seller shall have a reasonable opportunity to correct non-conformities or replace non-conforming Goods at its option, in accordance with Warranty Article. Should Seller fail to use reasonable efforts to correct non-conformities, replace the non-conforming Goods within a reasonable period of time, based on the complexity of the non-conformities, Buyer may terminate the Purchase Order or portion thereof. Seller's maximum liability under this Article shall be to refund the fees and expenses paid by Buyer for the portion of the Goods that is non-conforming.

9.4 Unless other acceptance criteria are agreed upon in the Specifications, Seller's standard testing procedures, including factory acceptance test and site acceptance test where applicable, shall apply to Goods provided. To the extent that any Goods or Services have been, or can be deemed approved by Buyer pursuant to the terms of this agreement at any stage of Seller's performance, Seller shall be entitled to rely on such approval for purposes of all subsequent stages of its performance hereunder.

Article 10: Warranties for Goods and Services

10.1 Seller warrants to Buyer that the Goods and Services Seller provided hereunder shall, at time of delivery, materially conform to the Specifications agreed between the Parties, including drawings or descriptions, specification sheets, drawings, notes and technical data for such Goods and the description of the Services. In the absence of agreed upon Specifications for Goods, Seller warrants the Goods shall meet the applicable standard Specifications available from Seller for such Goods at the time of the issuance of the Purchase Order. Seller warrants that Services shall be performed with reasonable skill and care and that Seller is properly qualified to perform the Services hereunder and shall provide experienced personnel to perform Services that are materially in conformity with the Specifications.

10.2 Seller further warrants that Goods, and the media on which the licensed Software (if any) is provided at the time of their delivery will be free from defects in material and workmanship for the Warranty Period.

10.3 If, any time prior to the end of the applicable Warranty Period, the Goods or Services, or any part thereof, do not conform to applicable warranties or Specifications, Buyer shall notify Seller within a reasonable time after its discovery and shall provide written particulars of the non-conformity and all information and assistance necessary to enable Seller to verify the nature and cause of the non-conformity and carry out its warranty obligations hereunder.

10.4
a. Non-conforming Goods subject to a warranty claim shall be returned to the nearest Seller's repair facility, transportation charges prepaid for the account of the Buyer, after a return authorization number is received from Seller. The costs to diagnose any non-conformity on Buyer's site, if required, shall be for the account of the Buyer. Goods returned by Buyer to the Seller and found upon Seller's inspection to be non-conforming shall be repaired, replaced or corrected, at Seller's sole option and return-shipped by Seller to Buyer with transportation prepaid by Buyer.

b. Services subject to a warranty claims shall be re-performed, corrected, or the portion of the Services that cannot be reperformed or corrected, shall be refunded to Buyer.

c. Repaired or replaced Goods shall be warranted by Seller for the remainder of the original Warranty Period or for three (3) months, whichever is longer, free of charge and return-shipped to Buyer with transportation prepaid by Buyer. Seller shall not be responsible for any offshore transport.

d. Goods, software and labor used, as well as any and all Expenses reasonably incurred, by Seller for the diagnosis, repair, replacement or correction of any Goods subject to a warranty claim that are found in whole or in part to be non-conforming for reasons listed under Article 10.5 or that were found upon investigation to comply with Specifications or other contractual requirements shall be for Buyer's account.

e. Seller's obligation and Buyer's sole remedy under this Article is, at Seller's option the repair or replacement, correction, for any non-conforming Goods or Services or part thereof.

10.5 The foregoing warranties do not apply to non-conformities caused by (i) Buyer's design or installation of the Goods, (ii) modification or repair to the Goods otherwise than as authorized in writing by Seller; (iii) handling, storage, use or maintenance of the Goods in a manner or an environment inconsistent with the Specifications and/or instructions or recommendations of Seller; (iv) defect in Buyer's own products or software or use of the Goods in combination with any Third Party Product not procured by Seller; (v) Buyer's failure to observe the payment terms under this agreement or any other of its obligations under this agreement; (vi) normal wear and tear; (vii) installation or wiring of the Goods other than in accordance with Seller's instructions. Goods subject to wear or burnout through usage such as lamps, fuses, paper media, filters, trim, packing and the like shall not be deemed not in conformity by reason of such wear or burnout.

10.6 The foregoing warranties do not apply to Third Party Products. Third Party Product shall be warranted only in accordance with the warranties given to Seller in respect thereof by the relevant third-party vendor and to the extent that Seller has the right to assign or transfer such warranties. In addition, Buyer shall look solely to third party vendor for all remedies and support with regard to such Third-Party Products. Seller shall bear no responsibility for the performance, repair or warranty of any of Buyer's software or hardware product.

10.7 THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

10.8 ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, BUYER AND DO NOT EXTEND TO ANY THIRD PARTY.

Article 11: Intellectual Property Ownership

11.1 Seller or the applicable third-party owner shall retain at all times the ownership of its Intellectual Property Rights, Software and Third-Party Products, regardless of the media upon which the original or copy may be recorded or fixed, and Buyer shall have no right, title or interest in or to the intellectual property residing in the Goods. If Services are performed, Seller shall retain ownership of all its proprietary works of authorship and intellectual property rights, and derivatives thereof, which have been used, conceived, developed or purchased by Seller and its affiliates, or are created in the performance of the Services.

Article 12: Seller Software License

12.1 The Software License in Article 12.2 shall apply to generally to Seller's Software. Third Party Product Software Licenses are separate end user license agreements and not issued pursuant to the license in Article 12.2.

12.2 Software License

a. In consideration of the receipt of full payment of the Goods, and subject to Buyer's compliance with its obligations under this agreement and/or the Purchase Order, Seller shall provide to Buyer a personal, non-transferable, non-exclusive limited license, without the right to grant sublicense, to use the Software incorporated into the Goods, if any, for purpose of Buyer's ordinary business. Buyer may not without Seller's prior written express consent (i) copy, modify, sublicense, loan or transfer in any manner the inherent software or firmware, create derivative works, or translate, decompile, disassemble, reverse assemble, reverse engineer, emulate or perform any other operation,

unless the operation is specifically authorized by law. Buyer agrees to defend, indemnify and hold harmless Seller from all damages and third-party claims arising from unauthorized use or transfer of the software or firmware.

b. If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Buyer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under Seller's standard commercial license.

Article 13: Confidentiality

13.1 "Confidential Information" shall mean any and all information in any form that each Party provides to each other in the course of the agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Unless otherwise provided in the Specifications, Confidential Information does not include work products and information which (i) is already known to the other Party at the time of disclosure; (iii) is independently developed without the benefit of the other's Confidential Information; (iv) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (v) has entered the public domain through no fault of the recipient.

13.2 Each Party retains ownership of its Confidential Information.

13.3 Each party agrees to (i) protect the other's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other's Confidential Information only in relation to the Purchase Order.

13.4 Upon termination of the Purchase Order or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing Party's Confidential Information.

13.5 Neither Party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this agreement, disclose to any person any Confidential Information of the other Party without the other Party's prior written consent, except where Confidential Information may be disclosed by law.

13.6 Unless otherwise agreed in Purchase Orders, these confidentiality obligations shall terminate five (5) years after the expiration or termination of the Purchase Order, whichever comes first.

Article 14: Suspension

14.1 Seller's performance of work under the Purchase Order may be suspended by the Buyer in accordance with this article in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Suspension") of at least thirty (30) business days. Any such suspension shall take place by delivery to the Seller of a Notice of Suspension specifying the extent to which performance of work under the Purchase Order is suspended, and the date upon which suspension becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise:

a. Discontinue work on the date and to the extent specified in the notice; and

b. Make every reasonable effort to stop orders for materials and equipment and reassign personnel.

c. Notwithstanding anything else in the Purchase Order or these terms, with respect to the Goods, Buyer may only suspend the Purchase Order without cause before shipment.

14.2 Upon Notice of Suspension, Buyer shall (i) pay all fees earned and expenses incurred in connection with the performance of the Purchase Order until the effective date of such suspension ("Fees and Expenses") and (ii) any and all reasonable costs directly related to Buyer's suspension pursuant to this provision, including costs associated with restocking charges, storage costs and other administrative requirements ("Suspension Costs"). In the event of partial suspension of the Purchase Order or when suspension occurs between two invoicing milestones, a prorated share of the fees shall be added based upon the portion of the Purchase Order completed on the suspension date.

14.3 In addition to the above, in the event of a suspension, Buyer acknowledges the following:

a. all Milestones and/or delivery dates that have been agreed to, will be postponed, and such Milestones and/or delivery dates will be mutually agreed to upon the lifting of the Suspension.

b. when the performance is re-commenced, Buyer shall pay costs associated with extending performance, such as, but not limited to, increased costs for Goods, or the extension of warranties.

c. the suspended Purchase Order shall be recommenced upon the date mutually agreed to between the Parties.

14.4 In the event that the suspension continues for greater than ninety (90) days, Seller, at its sole option, may terminate the Purchase Order, and the suspension shall be treated as a Termination for Convenience pursuant to Article 15.

Article 15: Termination for Convenience

15.1 Seller's performance of work under the Purchase Order may be terminated by the Buyer in accordance with this article in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Termination") of at least thirty (30) business days. Any such termination shall take place by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Purchase Order is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise:

a. Discontinue work on the date and to the extent specified in the notice; and

b. Make every reasonable effort to either obtain cancellation of all orders to subcontractors.

c. Notwithstanding anything else in the Purchase Order or these terms, with respect to the Goods, Buyer may only terminate a Purchase Order without cause before shipment.

15.2 Upon Notice of Termination, Buyer shall (i) pay all fees earned and expenses incurred in connection with the performance of the Purchase Order until the effective date of such termination ("Fees and Expenses") and (ii) any and all reasonable costs directly related to Buyer's termination pursuant to this provision, including costs associated with restocking charges and other administrative requirements ("Termination Costs"). In the event of partial execution or termination of the Purchase Order between two invoicing milestones, a prorated share of the fees shall be added based upon the portion of the Purchase Order completed on the termination date.

15.3 In addition to the remittance of any Termination Cost, in the event of Termination for Convenience by Buyer, Buyer shall remit to Seller a termination fee of ten percent (10%) of the remaining value of the so terminated Purchase Order.

Article 16: Termination for Default

16.1 Either Party may terminate the Purchase Order for default if the other has materially breached any of its obligations under the Purchase Order and has not cured the breach within thirty (30) days of receipt of a notice from the other Party.

16.2 Termination of the Purchase Order by either Party whether for default or for convenience shall not affect continuing performance by the Parties of their respective obligations under a different Purchase Order, unless otherwise agreed upon by the Parties.

Article 17: Not Applicable

Article 18: Compliance

18.1 Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation.

18.2 Buyer acknowledges that each product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. Buyer may not export the "Items" to another country without Seller's written permission and payment of any applicable country specific surcharges. Buyer agrees to comply fully with all relevant export laws and regulations of the United States and foreign nations in which the "Items" will be used ("Export Laws") to ensure that neither the "Items" nor any direct product thereof are (i) exported, directly or indirectly, in violation of any Export Laws; or (ii) are intended to be used for any purposes prohibited by the Export Laws. Without limiting the foregoing, Buyer will not export or re-export the "Items": (i) to any country to which the United States has embargoed or restricted the export of goods or services or to any national of any such country, wherever located; (ii) to any end user who Buyer knows or has reason to know will utilize the

"Items" in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by federal agency of the U.S. government.

18.3 Either Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance.

18.4 The Parties may correspond and convey documentation via the Internet unless Buyer expressly requests otherwise. Neither Party has control over the performance, reliability, availability or security of the Internet. Seller shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any communication over the Internet due to any reason beyond Seller's reasonable control.

Article 19: Force Majeure

19.1 Except for Buyer's payment obligations, neither party shall be liable for delays caused by conditions beyond their reasonable control, ("Force Majeure"), provided notice thereof is given to the other party as soon as practicable. Force Majeure shall include, without limitation, hostilities, revolution, acts of war (whether or not declared), act of terrorism, civil commotion, strike, epidemic accident, quarantines or regional medical crisis, fire, flood, wind, earthquake or other inclement weather conditions and any impending threat of the foregoing, blockade, embargoes, shortage of materials or transportation facilities, strikes and lockouts, any other Acts of God or act of any Government or governmental agency, including laws, regulation or ordinance and proclamation affecting the parties, the Goods without the fault or negligence of the parties hereto.

19.2 All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations hereunder to an extension of the date of delivery of the Goods by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

Article 20: No Partnership or Joint Venture

20.1 Nothing in this agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between Buyer and Seller, nor shall anything in this agreement be deemed to create an agency relationship between Buyer and Seller. Neither Buyer nor Seller shall be or become liable or bound by any representation, act or omission whatsoever of the other.

Article 21: Not Applicable

Article 22 Insurance

22.1 Seller maintains insurance and shall provide upon request to Buyer, certificates of such insurance policies.

Article 23: Indemnification

23.1 General Indemnity. Seller shall indemnify, defend and hold Buyer harmless against third party claims (including without limitation, the Parties' employees) for personal injury, death or loss or damage to property caused by and to the extent of Seller's negligence in the performance of its obligations hereunder, provided (i) Seller is entitled to exclusively control the defense against the claim; (ii) Seller is immediately notified of such claim and (iii) Buyer provides reasonable assistance in the defense of the claim and does not enter into any settlement or make any concession without the Seller's prior written approval.

23.2 Intellectual Property Infringement Indemnity. Seller shall defend, indemnify and save harmless Buyer from and against any third party claims, suits, judgments, court costs, reasonable attorney's fees and other liabilities, demands or losses (altogether "Liabilities") to the extent such Liabilities result from an infringement due to the Goods in the country of manufacture of such Goods at the time of execution of the Purchase Order under which the alleged infringement has occurred, provided that (i) Seller shall be promptly notified of the bringing of said suits; (ii) Seller shall be given the sole control of the defense and all related settlement negotiations; (iii) Buyer agrees to fully assist Seller in the defense of the claim and (iv) Buyer complies with Seller's direction to cease any use of the Goods which in Seller's reasonable opinion, is likely to constitute an infringement. Seller shall not be responsible for any settlement made without its consent. The foregoing obligations do not apply when the claim of infringement results from or is related to: (i) Goods provided pursuant to Purchaser's designs, drawings or specifications; (ii) Goods stored, used or maintained otherwise than in accordance with Seller's instructions or recommendations or other than for the Buyer's internal business purpose; (iii) claims of infringements resulting from combining Goods provided hereunder with any other item not furnished by Seller; (iv) modifications to the Goods without prior written consent of Seller; (v) parts supplied or designed by Buyer or third parties; and (vi) Buyer's failure to use corrections or enhancements made available by Seller. Seller may cease to deliver any Goods, which it reasonably considers could infringe third party's rights, without being in breach of this agreement. In case the Goods, or any part thereof, is in such suit held to constitute infringement and/or its use is enjoined, the Seller shall, at its own expense and option either: (i) procure for the buyer a royalty-free license to continue using such Goods, or (ii), replace same with substantially equal but non-infringing equipment or modify it so it becomes non-infringing, provided that no such replacement or modification shall in any way amend or relieve Seller of its warranties set forth in this agreement. In the event Seller is unable to do either of the foregoing, the allegedly infringing item shall be returned to Seller and Seller's maximum liability shall be to refund to Buyer the amount paid for such item, less a reasonable depreciation for use and damage. This Clause 23.2 states the Parties' entire liability and sole remedy with respect to infringement or claims thereof.

Article 24: LIMITATION OF LIABILITY

24.1 IN NO EVENT SHALL SELLER HAVE ANY LIABILITY UNDER THE PURCHASE ORDER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES, INTEREST, CAPITAL, FINANCING, GOOD WILL, USE, BUSINESS REPUTATION, OPPORTUNITY OR PRODUCTIVITY, HOWSOEVER ARISING, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24.2 SELLER'S LIABILITY UNDER THE PURCHASE ORDER FOR ANY DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER ARISING UNDER TORT, NEGLIGENCE, CONTRACT, WARRANTY, STRICT LIABILITY OR ANY OTHER CAUSE OR COMBINATION OF CAUSES) SHALL IN NO EVENT EXCEED THE SPECIFIC PRICE OF THE GOODS PROVIDED OR SERVICES PERFORMED UNDER THE PURCHASE ORDER GIVING RISE TO LIABILITY.

24.3 THE TERMS OF THIS AGREEMENT SHALL NOT BENEFIT OR CREATE ANY RIGHT OR CAUSE OF ACTION IN OR ON BEHALF OF ANY PERSON OR ENTITY OTHER THAN BUYER AND SELLER. ANY ACTION AGAINST THE OTHER MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE EVENTS GIVING RISE TO THE CAUSE OF ACTION EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT BY A PARTY NOT LATER THAN ONE YEAR FOLLOWING THE DATE OF THE LAST PAYMENT DUE TO SUCH PARTY HEREUNDER.

Article 25: Assignment

25.1 This agreement shall extend to and be binding upon the parties hereto, their successors, and assigns, provided, however, that neither Party shall assign or transfer the Purchase Order hereunder without the other party's express prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall have the right to assign the Purchase Order hereunder to any of its parent, affiliates without prior written consent of Buyer and Buyer shall have the right to transfer the licensed Software in accordance with the applicable License.

25.2 Seller shall have the right at any time without prior consent of Buyer to subcontract all or part of its obligations under the Purchase Order. Such subcontract shall not relieve Seller from its obligations under the Purchase Order.

Article 26: Laws and Dispute Resolution

26.1 The Purchase Order shall be governed by and construed in accordance with the laws of Texas, USA, without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement. The governing language for the Purchase Order shall be English, and no concurrent or subsequent translation of the Purchase Order into any language shall modify any term of the Purchase Order.

26.2 Any claim arising out of or relating to this agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related

proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under this agreement, and any award providing a remedy beyond those permitted under this agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim.

26.3 Upon the request of either Party, mediation shall be conducted prior to the arbitration pursuant to the mediation rules of the AAA.

Article 27: Miscellaneous

27.1 Waiver. Failure by either Party to insist upon strict performance of any of the terms and conditions hereof or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify the other in the event of breach shall not be construed as a waiver of any provision of the Purchase Order. No waiver by a party of a right or default under this Order shall be effective unless in writing.

27.2 Press Releases and Client List Reference. Neither Party shall issue any press release concerning Seller's work without the others consent. Notwithstanding the foregoing, Seller may identify Buyer as a client of Seller; use Buyer's name and logo and release and announcement regarding the award of this agreement. Seller may generally describe the nature of the Services in Seller's promotional materials, presentations, case studies, qualification statements and proposals to current and prospective clients.

27.3 Severability. If any provision or portion of the Purchase Order shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of the Purchase Order shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

27.4 Amendments. Any amendment to the terms of the Purchase Order shall only be effective if made in writing and signed by Buyer and Seller.

27.5 Notice. All notices hereunder shall be deemed given if delivered in writing personally, by courier, sent via US mail, electronic transmission, telephone facsimile, telex, or telegram to Buyer or to Seller at the address(es) set forth in the Purchase Order(s). Electronic transmission must be acknowledged by a process requiring human action. Any notice given by US mail shall be deemed given at the time such notice is deposited with the US mail service.

27.6 Survivorship. The provisions of this agreement that by their nature survive final acceptance under a Purchase Order, expiration, cancellation or termination of any Purchase Order or agreement and shall remain in full force and effect after such acceptance and payment for the period specified herein, or if not specified then for the maximum time allowed by law. These provisions are: (i) Definitions, Article 1; (ii) Price, Article 5; (iii) Payment Terms, Article 7; (iv) Warranties, Article 10; (v) Intellectual Property, Article 11; (vi) Software License, Article 12; (vii) Confidentiality, Article 13; (viii) Compliance, Article 18; (iv) Force Majeure, Article 19; (x) Indemnification, Article 23; (xi) Limitation of Liability, Article 24; (xii); Laws and Dispute Resolution, Article 26; (xiii) Severability, Survivorship, Waiver, and Headings, Article 27.

27.7 Headings. The headings in this agreement are for ease of reference only and shall not be used to construe or interpret the provisions of the agreement.

Article 28: Sole Agreement

28.1 Purchase Order entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing with respect to this subject matter. This Purchase Order may be modified only by means of a duly executed written amendment signed by the authorized representatives of both Parties. Neither the terms of any invoice or other instrument documenting a payment or transaction that is issued by Buyer in connection the Purchase Order, nor any other act, document, pre-printed form or statement, usage, custom, or course of dealing shall modify the terms herein. In the event of any conflict between the terms of the Purchase Order, the provisions of herein shall govern.

ADDENDUM #1

EUROTHERM PAC CONTROL SYSTEMS
MANAGED LIFETIME SERVICE LEVEL AGREEMENT
24Q-0053-2

THIS ADDENDUM #1 is by and between the City of Galveston, a Municipality incorporated under the laws of the State of Texas, Galveston Texas, and **Watlow Electric Manufacturing Company** (Company) located at 44621 Guilford Drive, Suite 100, Ashburn, VA, 20147.

WHEREAS, the City of Galveston and Company have entered into an agreement for an annual service level maintenance agreement located at the Main Waste Water Treatment Plant and the 30th/59th Street Pump Station's, SCADA system and Programmable Automation Controllers (PAC's) equipment; and,

WHEREAS, the details of this Agreement include Company Quote Reference No. **24Q-0053-2,** dated October 29, 2024, and its attached and corresponding Managed Lifetime Service Level Agreement, as amended and incorporated herein for all intents and purposes; and,

WHEREAS, the City and Company, agree to make the following provisions or amendments a part of the Managed Lifetime Service Level Agreement, (Agreement).

1. The obligations of the City of Galveston to make payments to the Company are subject to appropriation by the City of Galveston of funds that are lawfully available to be applied to such purpose. The term of the Agreement shall be for three (3) years. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed, One Hundred Eighty-Three Thousand and Five Hundred and Twenty-Nine Dollars ($183,529.00), One Hundred Ninety Thousand Three Hundred and Seventy Dollars ($190,370.00), and One Hundred Ninety-Nine Thousand, Eight Hundred and Eighty-Nine Dollars ($199,889.00); respectively, for the three years.

2. Pursuant to Article 7: Payment Terms – Sections 7.1, 7.3 and 7.4 are removed. Add to Section 7.2, "Net 30 payment terms apply", and correct advices to be invoices, to read: Payment invoices from Buyer shall include the following information: invoice number, amount of payment, and purchase order number. Net 30 payment terms apply.

3. Pursuant to Article 15: Section 15.2 (ii) referencing 'termination costs' shall be removed.

4. Pursuant to Article 22. Insurance – The City's (Buyer's) requirements and limits of insurance shall be referenced as below:

The parties agree that Company will provide proof of insurance in accordance with:

Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

a. **Commercial general liability insurance**:

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

b. Company agrees to notify City in the event the limits of its insurance should fall below the required City coverage's or if the insurance policies lapse and substitute insurance is not obtained.

Except as amended herein, all other terms and provisions of the agreement shall remain in full force and effect. In case of conflict, the terms of this Addendum take precedence.

The parties signing this Agreement represents that this Agreement and the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary directors, officers, or agents.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

City of Galveston, Texas	Watlow Electric Manufacturing Company
By: _____	By: _____
Print: Brian Maxwell, City Manager	Print: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

ATTEST:

By: _____
Janelle Williams, City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney's Office

CITY OF GALVESTON
Sole Source Justification

Vendor: Watlow Electric Systems Vendor #312229 Requisition #:_____

Product/Service: Maintenance Contract for the Water/Wastewater SCADA System and PLC

Estimated expenditure for the above commodity or service: $$183,529(2025)$190,370(2026)$199,889(2027)

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

The materials and services listed in Customer First Support Contract 24Q-0053-2, dated October 19,2024 are available from only one source

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

The above specified materials and services must be compatible in all aspects (form, fit, and function)with the existing system

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Competition is precluded for the following reasons below. Thereare no substitutes available, or alternative suppliers for these items

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ■ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)

3. ■ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ☐ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT

ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☐ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Tyson Arnold
Department Director (Print Name)

Tyson Arnold
Department Director (Signature

Pubilc Works
Department

1/15/2025
Date

(FOR PURCHASING DEPARTMENT USE ONLY)

☐ APPROVED ☐ NOT APPROVED

REASON, IF NOT APPROVED: _____

_____

_____

BY: _____ DATE: _____

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date: January 23, 2025

To: City Manager
Mayor and City Council Members

From: Tyson Arnold, P.E.
Interim Executive Director - Public Works & Utilities

Project Location: Lake Madeline **Project:** N/A

Request:

A. Consider for approval the renewal of a contract to preform annual maintenance on the City's SolarBees installed in Lake Madeline, in the amount of $16,900.00 with IXOM Watercare. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Current Situation:

A. The SolarBees main function is to keep Lake Madeline's oxygen at stable levels to prevent a fish kill event.
B. SolarBees need to be serviced annually to prevent barnacles from sinking the units, inspect the unit's integrity, analyze water quality samples from the lake, and preform maintenance needed on any of the electrical and mechanical equipment on the unit.
C. The sole source provider of equipment and maintenance for the SolarBees, IXOM Watercare, quoted $16,900.00 to perform the above-described services for 2025.

Fiscal Impact Report:

Funding Source	Amount
Wastewater Treatment Plant – 631230	**$ 16,900.00**
Total	**$ 16,900.00**

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Alternatives:

A. Approve the renewal of a contract to preform annual maintenance on the City's SolarBees installed in Lake Madeline, in the amount of $16,900.00 with IXOM Watercare. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the request.

Staff Recommendation:

A. Approve the renewal of a contract to preform annual maintenance on the City's SolarBees installed in Lake Madeline, in the amount of $16,900.00 with IXOM Watercare. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments:
Ixom SolarBee Maintenance Contract
Sole Source Letter – Ixom 2025
Sole Source Justification Form – Ixom 2025

IXOM Watercare
3225 Highway 22, Dickinson, ND 58601
1-866-437-8076 • www.ixomwatercare.com

January 8th, 2025

To whom it may concern,

This letter is to certify that the SolarBee Model SB10000 v18 and v12 Water Circulators are only manufactured at Ixom Watercare Inc of Dickinson, North Dakota. There are no other companies licensed to service this equipment.

Ixom is the exclusive manufacturer of this equipment, which encompasses multiple patents and patent pending, and the sole licensee of this technology. A list of granted patents are available at: https://www.ixomwatercare.com/documents/patents/download.

The purchase price presented in the quotation for the Ixom Service Program is the same price charged to all U.S. agencies and other organizations, after allowing for small differences in charges based on quantity, machine, and application types between projects.

Best Regards,

Jeffrey Ballew

Jeff Ballew
Global Head of Sales, Watercare

Service Program

Attention:	Cynthia Diaz
	409-797-3785
	cdiaz@galvestontx.gov
Bill To:	City of Galveston
	Attn: Purchasing Dept
	Galveston, TX 77553

Quotation Date 11/7/2024
Quotation Number SP25844
Customer Number GAL07

Acceptance Deadline 2/5/2025

Service Options - Initial Selected Service (costs cover all units listed below), Prices are listed in USD:

OPTION 1

n/a	~~1 Maintenance Stop Per Year (is typical) - Standard Annual Cost (Re-Quoted Annually)~~	$8,800.00
	Term:	~~2/1/2025 - 2/1/2026~~

OPTION 2

	2 Maintenance Stops Per Year - Standard Annual Cost (Re-Quoted Annually)	$15,400.00
	Term:	2/1/2025 - 2/1/2026

Optional Add On Services - Initial All Additional Services

	Water Quality Testing - The Delivery & Field Services Team will conduct two vertical profiles at each location. Each test will measure DO, pH, temperature and specific conductance at every foot from the surface down to a depth of 25 ft. (Cost listed, per year)	$1,500.00

CITY OF GALVESTON
Sole Source Justification

Vendor: IXOM Watercare Vendor # 311803 Requisition #: _____

Product/Service: Maintenance Contract for Solar Bees in Lake Madeline

Estimated expenditure for the above commodity or service: $ 16,900.00

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

IXOM is the sole proprietary of this product

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Sole Provider for all Solar Bee Models

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Sole licenses of Solar Bee Products of this type

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ■ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)

2. ■ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)

3. ■ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ■ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ■ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Tyson Arnold
Department Director (Print Name)

Tyson Arnold
Department Director (Signature

Public Works and Municipal Utilities
Department

1/14/2025
Date

(FOR PURCHASING DEPARTMENT USE ONLY)

__X__ APPROVED _____ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: Jo'Nice Jarrett DATE: 1/15/25

IXOM Watercare
3225 Highway 22, Dickinson, ND 58601
1-866-437-8076 • www.ixomwatercare.com

January 8th, 2025

To whom it may concern,

This letter is to certify that the SolarBee Model SB10000 v18 and v12 Water Circulators are only manufactured at Ixom Watercare Inc of Dickinson, North Dakota. There are no other companies licensed to service this equipment.

Ixom is the exclusive manufacturer of this equipment, which encompasses multiple patents and patent pending, and the sole licensee of this technology. A list of granted patents are available at: https://www.ixomwatercare.com/documents/patents/download.

The purchase price presented in the quotation for the Ixom Service Program is the same price charged to all U.S. agencies and other organizations, after allowing for small differences in charges based on quantity, machine, and application types between projects.

Best Regards,

Jeffrey Ballew

Jeff Ballew
Global Head of Sales, Watercare

Service Program

IXOM WATERCARE

Quotation Date
11/7/2024
Quotation Number
SP25844
Customer Number
GAL07

Attention: Cynthia Diaz
409-797-3785
cdiaz@galvestontx.gov

Bill To: City of Galveston
Attn: Purchasing Dept
Galveston, TX 77553

Acceptance Deadline
2/5/2025

Service Options - Initial Selected Service (costs cover all units listed below), Prices are listed in USD:

OPTION 1

n/a	~~1 Maintenance Stop Per Year (is typical) - Standard Annual Cost (Re-Quoted Annually)~~	$8,800.00
	Term:	~~2/1/2025 - 2/1/2026~~

OPTION 2

	2 Maintenance Stops Per Year - Standard Annual Cost (Re-Quoted Annually)	$15,400.00
	Term:	2/1/2025 - 2/1/2026

Optional Add On Services - Initial All Additional Services

	Water Quality Testing - The Delivery & Field Services Team will conduct two vertical profiles at each locatian. Each test will measure DO, pH, temperature and specific conductance at every foot from the surface down to a depth of 25 ft. (Cost listed, per year)	$1,500.00

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date: January 23, 2025

To: City Manager
Mayor and City Council Members

From: Tyson Arnold, P.E.
Interim Executive Director - Public Works & Utilities

Project Location: 23rd Street between Market & Postoffice **Project:** NA

Request:

A. Consider for approval the ratification of the emergency PO for the rehabilitation of a failed sanitary sewer manhole on 23rd Street between Market and Postoffice, performed by Southern Trenchless Solutions in the amount of $27,257.67.

Current Situation:

A. The Collection division identified a failed manhole on 23rd Street between Market and Postoffice.
B. The manhole located in the center of the road approximately 2-3 feet from the City Trolley Tracks created a void which extended under the trolley tracks shutting down trolley service.

Fiscal Impact Report

Funding Source	Amount
2022 CO Bonds	
SLINE 4	**$ 27,257.67**
Total	**$ 27,257.67**

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Alternatives

A. Approve the ratification of the emergency PO for the rehabilitation of the failed sanitary sewer manhole, performed by Southern Trenchless Solutions in the amount of $27,257.67. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the request.

Staff Recommendation

Approve the ratification of the emergency PO for the rehabilitation of the failed sanitary sewer manhole, performed by Southern Trenchless Solutions in the amount of $27,257.67. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments

Southern Trenchless Solutions Quote – 24-511-711
23rd & Postoffice SSWR MH Repair Exhibit

SOUTHERN TRENCHLESS SOLUTIONS

Quote Issued 12/17/2024

Quote # 24-511-711

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Project: City of Galveston
Manhole Emergency Repair via Fiberglass

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	205	Manhole Rehabilitation - 1/2" Wall FRP Insert	100.51	SF	125.00	12,563.75
2	231	Mobilization / Demobilization	1	EA	7,500.00	7,500.00
3	390	Premium manhole frame and cover (Composite Manhole Cover)	1	EA	2,500.00	2,500.00
4	404	Manhole Bench Reconstruction	1	EA	1,200.00	1,200.00
5	MISC7	Insert Stabilization Encasement	9	CY	300.00	2,700.00
6	MISC	Payment & Performance Bonds 3%	1	EA	793.92	793.92

Total **$27,257.67**

Exclusions:
1. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
2. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

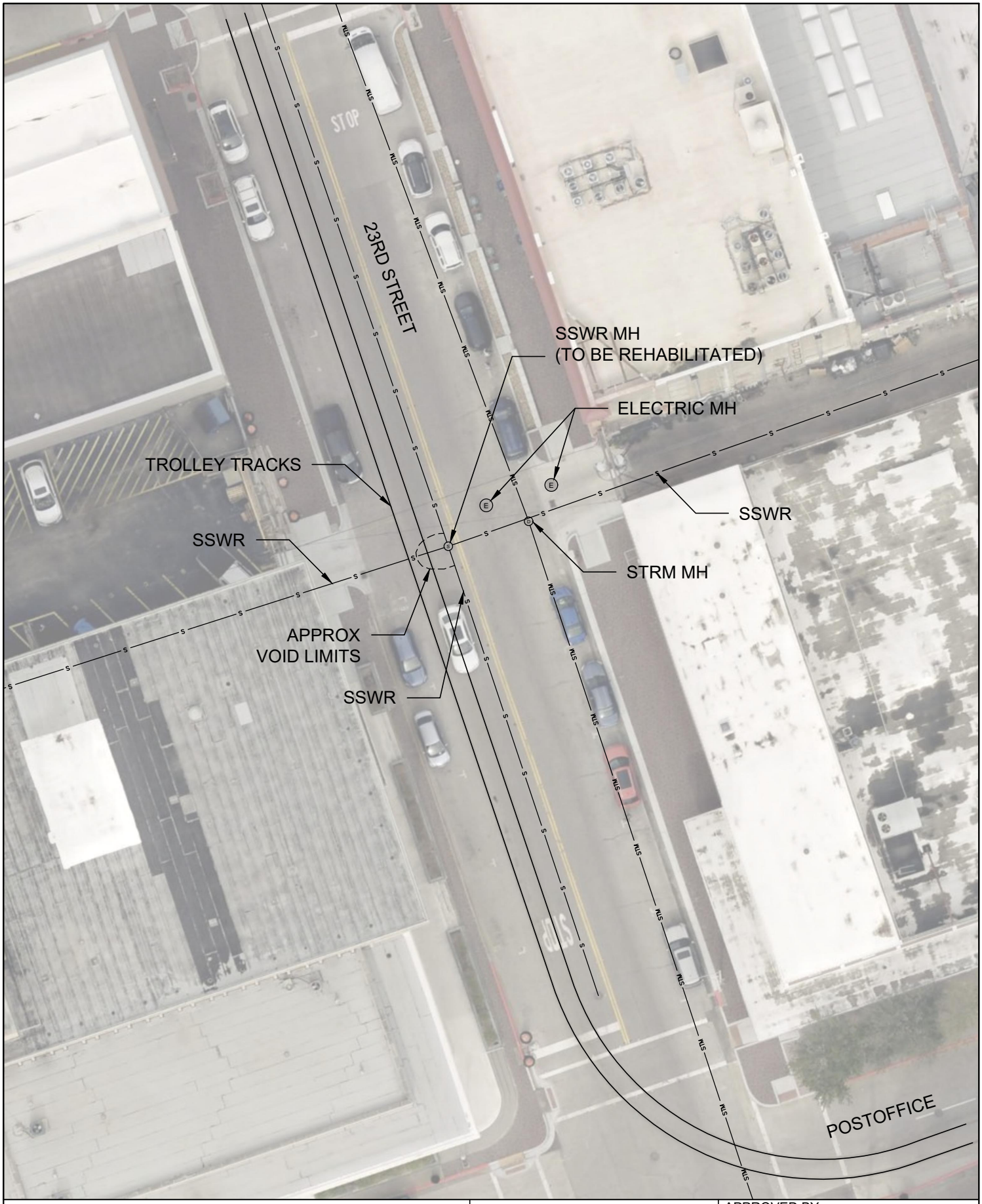
Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!



CITY OF GALVESTON
ENGINEERING DEPARTMENT
3015 MARKET ST. GALVESTON, TX 77553
409.797.3630

23RD STREET
SSWR MH REPAIR

EMERGENCY PO
REQUEST

APPROVED BY:

Tyson Arnold

DIRECTOR OF MUNICIPAL UTILITIES

DWG NO.: SK-1

DATE: 12/30/24

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date: January 23, 202

To: City Manager
Mayor and City Council Members

From: Tyson Arnold, P.E.
Interim Executive Director - Public Works & Utilities

Project Location: Main Wastewater Treatment Plant **Project:** N/A

Request:

A. Consider for approval the purchase of 6 actuator valves for Main Wastewater Treatment Plant (WWPT) in the amount of $52,830.00 with Rotork Controls Inc. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Current Situation:

A. The Rotork actuated valves internal electronics were damaged during Hurricane Beryl power outages at Main WWTP, making them unable to be controlled by our SCADA system at the plant.
B. The Rotork actuated valve's function is to open to release clean water after treatment, and close when treatment is occurring in the sequencing batch reactors at Main WWTP.
C. Rotork Controls Inc is the sole manufacturer of Rotork products and provided a quote of $52,830.00 for 6 of the controllers for the plants Rotork actuated valves.

Fiscal Impact Report:

Funding Source	Amount
Wastewater Improvement Fund - 611817	**$ 52,830.00**
Total	**$ 52,830.00**

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Alternatives:

A. Approve the purchase of a replacement of 6 actuator valves for Main Wastewater Treatment Plant (WWPT) in the amount of $52,830.00 with Rotork Controls Inc. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the request.

Staff Recommendation:

A. Approve the purchase of a replacement of 6 actuator valves for Main Wastewater Treatment Plant (WWPT) in the amount of $52,830.00 with Rotork Controls Inc. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments:
Rotork quote
Rotork Sole Source Letter – Rotork 2025
Rotork Sole Source Justification – Rotork 2025

rotork®
Site Services

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, New York
14624

tel: +1 585 247 2304
fax: +1 585 247 2308
www.rotork.com
info@rotork.com

January 14, 2025

Robbie Guarnelo/ Parts and Supply Coordinator
Public Works Department
3015 Market Street
Galveston, TX

Dear Robbie:

ROTORK CONTROLS INC., in Rochester, New York, is the sole source for ROTORK actuators and component parts in the USA.

Electric Motorized Actuators, Pneumatic/Hydraulic Actuators and Manual gearboxes are all manufactured in Rochester and distributed from our Houston facility.

K Tork Pneumatic vane type actuators and related products are manufactured and distributed through the whole of the USA from our Rochester facility, and we are the only company licensed and registered to manufacture and distribute Rotork products directly from our Houston facility.

Rotork is also the only authorized company in Texas which can repair and overhaul Rotork products according to factory specifications and issue warranties on parts and services provided.

For assistance and complete information on all ROTORK actuators and parts, please contact our offices at the address in our letterhead.

Our Federal I.D. Number is 11-2135246.

Thank you again for the opportunity to serve you.

Regards,
Kimberly Samuelson
Inside Sales

Rotork Quotation - CUS140253-00-3

Your reference: City of Galveston - IQ Replacements
Our reference: CUS140253-00-3
Date: 1/14/2025
Quotation expiry: 3/15/2025

Rotork Controls Inc
675 Mile Crossing Blvd
Rochester, NY 14624
US

Phone: +1 585 613 3300
Web: www.Rotork.com
Fax +1 585 247 2308

City Of Galveston

Please quote our reference on all correspondence and purchase orders.

We are pleased to submit our quotation. Comments with regard to any specification(s) received have been included where necessary.

QUOTATION VALIDITY PERIOD
This quotation is valid for acceptance for 60 days.

CURRENCY
All prices are quoted in US Dollars.

PRICES
The prices detailed in our quotation are NET.

PAYMENT TERMS
Payable within 30 days of invoice date. Subject to credit status at time of order and shipment.

ESTIMATED LEAD TIME
LINE 1- 10
LINE 2- 12 working weeks. Shipment dates are based on receipt of required and complete order documentation and on component availability and production load at the time of order acceptance.

Rotork will make every effort possible to meet the quoted lead-time, but may need to adjust the shipment schedule based on current circumstances. Changes to existing purchase orders may impact price and delivery.

DELIVERY TERMS
Ex-works Rotork Controls Rochester, NY. Packing and freight are not included.

WARRANTY
The actuators offered remain under standard warranty for a period of 12 months from commissioning or 18 months from ex-works dispatch, whichever is soonest. However, if during this period a Rotork Service Engineer performs commissioning, extended warranty will be included for a further 12 months from the commissioning date.

TERMS AND CONDITIONS

This quotation is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website (www.rotork.com/en/about-us/index/termsandconditions) or on request. By placing an order on us, you confirm you have read, understand and agree to these Conditions of Sale applying to the supply of goods and/or services by us.

Technical Clauses

The IQM Range of 3-phase modulating electric actuators is described in publication PUB002-038 which is available at http://www.rotork.com/en/master-record/8923 and includes:

• Double-sealed watertight enclosure to BS EN IEC60529, IP68/IP66 and NEMA type 4&6.
• Three phase low inertia squirrel cage motor, class F insulation, incorporating thermostat protection.
• Syncrophase, auto phase rotation correction and lost phase protection.
• Solid state reversing starter, user selectable thyristor controlled dynamic braking available.
• Suitable for up to 1200 starts per hour.
• Integral illuminated, digital valve position indicator showing 0.1% increments in valve position with closed and open valve limit symbols, torque or other status data.
• Three LED's for local indication; red-open, yellow-intermediate, green-closed (can be reversed), blinker configurable.
• Red, padlockable Local Control/Stop/Remote Control selector, Black, Open/Close selector.
• Padlockable manual override clutch lever, clockwise to close handwheel, non-rotating during electric operation.
• Non-intrusive limit setting, commissioning and control configuration using the supplied Infra-red/Bluetooth Setting Tool.
• Adjustable electronic torque switches 40% to 100% of rated.
• Logging and display of operational events and trends including motor starts and valve torque profiles.
• Asset Management Log and display options including valve/actuator/gearbox data and configurable service alarms.
• Externally and internally sealed terminal enclosure with three threaded cable entries.
• Polyester powder coating applied by electrostatic means to 100 micron nominal thickness.
• POSITION SENSOR: Absolute encoder provides continuous high resolution position measurement which is fully maintained during manual operation and without a power supply or battery support.
• BATTERY SUPPORT - POWER OFF CONDITIONS: The battery is not required for position sensing it does however support the LCD display, operation of indication relays, commissioning and data logging functions in the absence of mains power.
Wiring diagram 203B0010 is described in IQ/IQT Control and Monitoring publication (PUB002-041) and includes:

• CONTROL SUPPLY: 20 – 60VDC/40 – 120VAC or actuator derived 24VDC
• CONTROL INPUTS: 6 inputs for open, close, stop/maintain, ESD and interlock signals, 20 – 60VDC/40 – 120VAC
• INDICATION CONTACTS: 4 volt-free (SPST) latching contacts (S1-S4), rated at 120VAC/30VDC, 5mA to 5A, each configurable NO or NC to signal one of the following; open/closed or intermediate positions, moving (continuous or pulsing), Handwheel operation, local selected, remote selected, open/close interlock active, ESD active, motor tripped on torque in mid travel/going open/going closed, valve jammed, loss of power/phase or control supply, battery low, internal failure detected, thermostat tripped, programmable service alarms.

• MONITOR AND AVAILABILITY RELAY: Independent relay with volt-free changeover contact, rated at 120VAC/30VDC, 5mA to 5A. De-energises in case of; loss of power/phase or control supply, local control or local stop selected (can be excluded), motor thermostat tripped or detected internal failure
• ANALOGUE CONTROL/FEEDBACK: Proportional control over whole or part of valve stroke 0 to 5/10/20/mA or volt ranges, internally powered 4-20mA output proportional to position (Folomatic/CPT). Configurable for open, close or stay-put on loss of signal. Incorporates user adjustable deadband (percentage of signal) and motion inhibit time (seconds) for restricting hunting or over modulation caused by a fluctuating control signal.
• ADDITIONAL INDICATION CONTACTS: 4 additional user configurable indication contacts (S5-S8), as described above

POWER SUPPLY
The actuators offered are suitable for operation on a nominal supply of 480-3-60Hz.

Enclosure is watertight to NEMA 4 & 6 (suitable for submersion under 23 ft head of water for 72 hours).

The prices quoted include for the machining of the actuator drive bush. All internal bearings and output drive bearings for Rotork electric actuators are lubricated for life, sealed and maintenance free.

IW HIGH TORQUE DUTY QUARTER-TURN GEARBOX

IW high torque duty gearboxes are intended for the infrequent operation of quarter turn valves, the standard specification includes:

• BEARINGS: High efficiency, angular contact bearings supporting worm shaft.
• LUBRICATION: Grease filled for life and fully sealed.
• MECHANICAL TRAVEL STOPS: Stop bolt adjustment allows +/-5% variation of travel at each end position.
• DRIVE SLEEVE: Removable steel output drive sleeve, facilitating machining to match valve shaft.
• PAINT FINISH: Two coat Epoxy and Polyurethane paint system, 125 micron minimum thickness, top coat colour 00-A-05 (silver grey).
• TEMPERATURE: -40 to 120 ºC (-40 to 250 ºF)

Kimberly Samuelson
Customer Service Coordinator • Sales Support Americas

Schedule of Equipment – Electric Actuators:

Electric Actuators:

Valve tag number	Description	Wiring diagram	Qty	Unit price	Amount
1R123502,04,05 REPLACEMENTS	IQM12 FA10 B3 [IP68] 480/3/60 43RPM	203B0010	6.00	8,805.00	52,830.00

Electric Actuators:		**Total**
	USD	**52,830.00**

Electric Actuators extras included:

Valve tag number	Description
1R123502,04,05 REPLACEMENTS	IQ3 Extra Contacts S5 - S8
1R123502,04,05 REPLACEMENTS	IQ3 Folomatic & Current Position Transmitter

Schedule of Equipment – Gearboxes:

Gearboxes:

Valve tag number	Description	Valve size	Qty	Unit price	Amount
ITEM 2	IW5/IR1 243:1 Fig. B1 Orient. West FA10 IP FA16 OP	/	1.00	1,824.75	1,824.75

Gearboxes:		Total
	USD	1,824.75

Gearboxes extras included:

Valve tag number	Description
ITEM 2	Input orientation/rotation: Configuration B1
ITEM 2	Primer painted
ITEM 2	Reducer in West position
ITEM 2	Standard duty
ITEM 2	Steel drive sleeve

	Grand Total
USD	54,654.75

CITY OF GALVESTON
Sole Source Justification

Vendor: ROTORK Vendor # 310953 Requisition #: _____

Product/Service: ACTUATOR VALVES

Estimated expenditure for the above commodity or service: $ 51,286.50

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Rotork Controls Inc. is the sole manufacturer and distributor of all individual parts which need to be replaced for their products.

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

The parts are needed to operate a previously purchased valve from Rotork Controls Inc., who is the sole source of their brand equipment.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Rotork is also the only authorized company in Texas which can repair and overhaul Rotork products according to factory specifications and issue warranties on parts and services provided

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ■ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)

3. ■ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ■ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ■ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Tyson Arnold	Tyson Arnold, PE Digitally signed by Tyson Arnold, PE Date: 2025.01.15 13:06:54 -06'00'
Department Director (Print Name)	Department Director (Signature
Municipal Utilities	1/15/25
Department	Date

(FOR PURCHASING DEPARTMENT USE ONLY)

_____APPROVED _____NOT APPROVED

REASON, IF NOT APPROVED: _____

_____

_____

BY: _____ DATE: _____

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date:	January 23, 2024
To:	City Manager Mayor and City Council Members
From:	Tyson Arnold, P.E. Interim Executive Director - Public Works & Utilities
Project Location: Main Wastewater Treatment Plant	**Project:** N/A

Request:

A. Consider for approval the payment for maintenance services performed on Main Wastewater Treatment Plant's (WWTP) blower system, in the amount of $18,622.00 through Atlas Copco. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Current Situation:

A. Parts for the blowers at Main WWTP failed and needed to be replaced to give the plant redundancy for its treatment process, which constituted an emergency purchase.
B. Atlas Copco, who provides services to the plant's blowers originally quoted $14,970.00 to replace blower parts at the facility.
C. The issues with the blowers required multiple site visits from Atlas Copco's service technician.
D. The invoices for multiple site visits to replace the parts came in at $18,622.00, which will require Board approval to be paid.

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Fiscal Impact Report:

Funding Source	Amount
Water Supply FY 2025 - 522085	**$ 18,622.00**
Total	**$ 18,622.00**

Alternatives:

A. Approve the payment for maintenance services performed on Main Wastewater Treatment Plant's (WWTP) blower system, in the amount of $18,622.00 through Atlas Copco. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the request.

Staff Recommendation:

A. Approve the payment for maintenance services performed on Main Wastewater Treatment Plant's (WWTP) blower system, in the amount of $18,622.00 through Atlas Copco. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments:
Atlas Copco – Original Quote
Atlas Copco – Multiple Invoices
Emergency Purchase Request – Blower Part Replacement

From:	Brandon Cook
To:	Benjamin Lirette
Cc:	Daniel Buckley
Subject:	Fwd: City of Galveston Blowers - QUOTE # 7 removing parts from existing blowers to blower 1 and 7 HSI0612300 and UTF124ZC1
Date:	Friday, September 13, 2024 9:10:34 PM
Attachments:	City3Color_60p_3c9c6c84-a89b-4a38-bddf-450e68d5cc3b.png image001.png 212660047-CITY OF GALVESTON - Blower 1 HSI0612300 Blower 7 UTF124ZC1 .pdf City3Color_60p_3c9c6c84-a89b-4a38-bddf-450e68d5cc3b.png

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This is less than $15k and clearly a public health issue. Approved
Sent from my iPhone

Brandon Cook, Assistant City Manager
Development and Municipal Services
P.O. Box 779 Galveston, TX 77553 | 3015 Market St. Galveston, TX 77550
D:409.797.3524 | bcook@galvestontx.gov

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Begin forwarded message:

> **From:** Benjamin Lirette <BLirette@galvestontx.gov>
> **Date:** September 13, 2024 at 8:32:11 PM CDT
> **To:** Brandon Cook <BCook@galvestontx.gov>
> **Subject: Fwd: City of Galveston Blowers - QUOTE # 7 removing parts from existing blowers to blower 1 and 7 HSI0612300 and UTF124ZC1**
>
> Brandon,
>
> Please see attached quote. Last week I talked with the technician from Atlas Copco about a solution to get redundancy on our blowers at Main WWTP, to hold us off until they can be replaced. At the time 4 of the 10 blowers were working and fixing two more would give us redundancy. They sent us a quote and we were going to wait until October 1st to put it through. This afternoon one of the 4 blowers went out, which means we can't treat wastewater in one of the six basins. What is quoted would leave us with 5 blowers that work, and we were hoping he can diagnose the electrical issue that caused todays outage while he is on site. I would like to put this through as an emergency purchase.
>
> Get Outlook for iOS

Benjamin Lirette, E.I., Water Treatment Compliance Manager
Municipal Utilities Department
P.O. Box 779 Galveston, TX 77553 | 3015 Market Galveston, TX 77550
D:409.797.3813 | C:409.739.7541 | blirette@galvestontx.gov

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From: Cynthia Diaz <CDiaz@GalvestonTX.Gov>
Sent: Thursday, September 12, 2024 10:07:25 AM
To: Benjamin Lirette <BLirette@galvestontx.gov>
Subject: FW: City of Galveston Blowers - QUOTE # 7 removing parts from existing blowers to blower 1 and 7 HSI0612300 and UTF124ZC1

We really need to get this done, at present we are having to reset blowers 3 and 8 due to losing communication, there is something going on with the communication and the blowers are trying to air up basins that are in decant, we are catching this fault and making the necessary adjustments, my fear is that by having to reset as often as we are we will cause more damage to the blowers. Please advise/

<City3Color_60p_3c9c6c84-a89b-4a38-bddf-450e68d5cc3b.png>

Cynthia Diaz, Wastewater Treatment Plant Superintendent
Municipal Utilities Department
P.O. Box 779 Galveston, TX 77553 | 3015 Market St. Galveston, TX 77550
D:409.797.3785 | C:409.789.4221 | F: 409.356.4007 | cdiaz@galvestontx.gov

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From: Veronica Martinez <veronica.martinez@atlascopco.com>
Sent: Wednesday, September 11, 2024 4:43 PM
To: Cynthia Diaz <CDiaz@GalvestonTX.Gov>; Benjamin Lirette <BLirette@galvestontx.gov>; Luis Navarro <LNavarro@galvestontx.gov>
Cc: Jon Clements <jon.clements@atlascopco.com>; Doug Prasek <doug.prasek@atlascopco.com>; Veronica Martinez <veronica.martinez@atlascopco.com>; Gatlin Gold <gatlin.gold@atlascopco.com>; Heath Blanchard <heath.blanchard@atlascopco.com>
Subject: City of Galveston Blowers - QUOTE # 7 removing parts from existing blowers to blower 1 and 7 HSI0612300 and UTF124ZC1

Hi Cynthia,
Here is the quote Per the Tech to move parts from
blower 6 to blower 1
blower 5 to blower 7
This will take a week to complete.

At completion of this work a report of status of what parts are still available and recommendation of what is the best efficient plan for short term operation at plant site.
PLEASE NOTE THERE IS NO WARRANTY FOR THIS WORK.

Please review and when ready to proceed please send hard copy PO.
Let us know if you have any questions.

Also, remember Gatlin said that he had a rental available if needed. I copied him in on this email if you are interested on any information.

Best regards,

Veronica Martinez
Service Sales Manager - Gulf Coast

Atlas Copco Compressors, LLC.
Address: 15045 Lee Rd
Houston, TX 77032

24/7 Hotline: 866-567-0179
Mobile: 832-714-1838
E-mail: veronica.martinez@atlascopco.com

Visit Atlas Copco Group at: **http://www.atlascopco.com**
Follow us at: **Facebook - LinkedIn - X - YouTube - Instagram**

Do you know what happens in your compressor room?
Ask about how SMARTLINK can help you keep up with maintenance, improve uptime, increase energy efficiency, reduce downtime and much more!

At Atlas Copco Compressors, we value our customer relationships and appreciate the opportunity to do business with you. Shortly after we process your order, you may receive a short, online survey from us asking about our customer service. Our ultimate goal in sending you a survey is to help us continually improve our service to you and to learn about the things you enjoy, or maybe don't enjoy, when you work with us. We would love your honest feedback and thank you in advance for your time.

Home of Industrial Ideas

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Atlas Copco Compressor Services

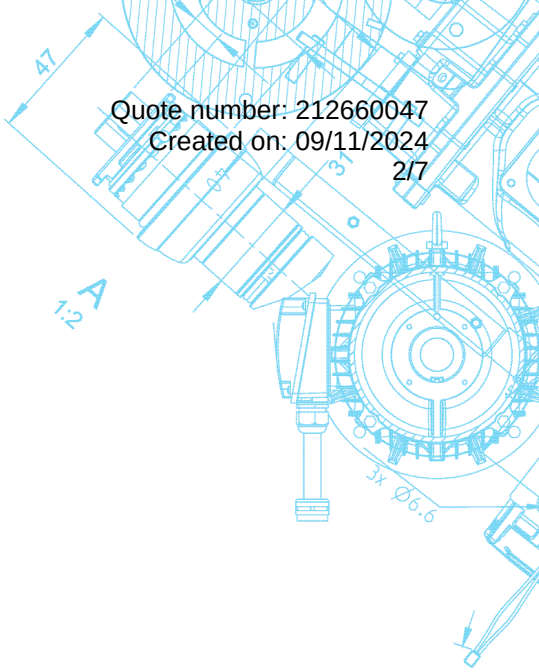
CITY OF GALVESTON

Cynthia Diaz

Quote no: 212660047
Created: 09/11/24
Expiration: 10/11/24

Sustainable Productivity

Atlas Copco



Fixed Price Quote #212660047

CITY OF GALVESTON

Attn to: **Cynthia Diaz**

PORT INDUSTRIAL BLVD 5200
Galveston, 77551

Phone: +1 409-797-3785
cdiaz@GALVESTONTX.GOV

Dear Cynthia Diaz,

We appreciate your interest in our Fixed Price Service.

Fixed Price services range from a simple inspection and diagnostics visit to a full overhaul of compressors and ancillary equipment. Fixed Prices are executed according to the manufacturer's recommendations, including all required parts/kits for the standard maintenance visit, labor, travel and accommodation, when needed, and a complete diagnostics report after each visit. Fixed price jobs are invoiced as one single price.

With Fixed Price services, the correct level of maintenance will be carried, according to parts wear needs, avoiding breakdowns. We only use Genuine Parts and Lubricants which will protect your investment and guarantee high performance levels.

Having the unit serviced by competent and experienced Atlas Copco service engineers is the best way to ensure maintenance is properly carried out and higher operational efficiency.

Atlas Copco is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Veronica Martinez

15045 Lee Road
Houston, TX 77032

Cell:
Fax:
veronica.martinez@atlascopco.com

Fixed Price Overview

FIXED PRICE SERVICE – WHAT IS IT?

The most efficient way you can conduct one-off basis services, done based on equipment running conditions and elapsed time

We focus on keeping our biggest enemy under control – energy consumption

Our technicians any future potential problems and prevent unnecessary downtime and additional breakdown costs

It is a proactive intervention, helping satisfy your requirements for planned production downtime and budget control

We reduce your administration costs, with easier order entering and follow-up

WHAT DO WE WANT TO DELIVER TO YOU?

Reduce energy consumption (the 'real enemy') and total cost of ownership	Machine uptime, availability and reliability	Keeping compressed air quality at maximum level	Best preventive maintenance solution which was designed for machine and adapted according to ambient conditions
Cheap parts lead to inferior performance, higher pressure drop and a higher risk of breakdown	A breakdown may cost our customers much more than the repair cost itself	Non-OEM filters will be clogged and decreased air quality compared to genuine filter performance	Preventive maintenance approach focusing on providing best performance

Atlas Copco Compressors LLC

300 Technology Center Way
Ste. 550
Rock Hill, SC 29730, USA

Phone: +1 866-472-1013
www.atlascopco.com/service-usa
www.atlascopco.com/air-usa

Pricing and Services Summary

Machine Description	Serial Nr	Visits Type	Number of Oil Changes	Oil Type	One Time Price
HSTB frame5	HSI0612300	I	L		$ 7485.00
HSTB frame5	UTF124ZC1	I	L		$ 7485.00
Total Price					$ 14970.00

THERE IS NO WARRANTY ON THIS WORK

BLOWER 1 HSI0612300

Move sine filter from blower 6 to blower 1. This will require removing existing sine filter from blower 1 and blower 6 and moving to OPPs 1 building to then test condition of blower 1 for operation or further needed parts or repairs required, we will send in a quote for any further recommendations.

BLOWER 7 UTF124ZC1

Remove blower 5 air end and install into blower 7. This will require removing both air ends and moving blower 5 to blower 7. Then test operating condition of blower if any needed parts or repairs required, we will send in a quote for any recommendations.

At completion of this work a report of status of what parts are still available and recommendation of what is the best efficient plan for short term operation at plant site.

Please notice that the consolidated one-time price per machine will be shown on the invoice.

- Pricing does not include freight.
- Pricing does not include taxes
- Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Payment Terms: Net 30 days after invoice date. Payment terms are subject to credit approval and may require a down payment.

Credit Card Payments: All credit card payments will be assessed a surcharge up to 3%

Pre-Work Site Assessment

Location/Customer site: _____ **Date:** _____

Risk Analysis	**Yes**	**No**	**N/A**	**Corrective Action Taken?**
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

Site Specific Requirements	**Yes**	**No**	**N/A**	**If yes, then how many hours?**
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

The following conditions apply

1. The Responsibilities and rights of the parties

1.1. The customer will ensure that:
- 1.1.1. The routine maintenance of the equipment is carried out in accordance with Atlas Copco's instruction book:
- 1.1.2. The equipment log book is filled in daily;
- 1.1.3. At all times the equipment is kept in the environmental conditions recommended by Atlas Copco and the instructions relating to the operation of the equipment as advised by Atlas Copco from time to time are followed.

1.2. The customer will confirm to Atlas Copco that the instruction manual for the equipment is in his possession.

1.3. Atlas Copco will contact the customer before the planned time for the visit. The customer will then ensure the equipment is available for inspection.

1.4. Maintenance and Inspection will be carried out during normal working hours, 8.00 am - 5.00 pm, Monday to Friday. If this is not practical, any extra cost incurred by Atlas Copco in carrying out maintenance or inspection outside normal working hours will be borne by the customer and invoiced separately.

1.5. If any major changes occur in the operating or site conditions of the equipment, this agreement shall become null and void. Major changes would normally involve re-location of the unit, change of coolant or power.

1.6. The customer shall inform Atlas Copco immediately in the event of: malfunctions such as abnormal noise, leakage or any other phenomenon that may result in premature failure of the equipment; malfunctions of the hour meter; a planned transfer of the equipment or changes in its environmental conditions.

1.7. The customer will give necessary assistance to Atlas Copco in the performance of its obligations under this agreement by providing lifting facilities, lighting and unrestricted access to the equipment at the agreed time. Any costs and/or expenses incurred by Atlas Copco as a result of access to the equipment or facilities being delayed from the agreed time will be borne by the customer and invoiced separately by Atlas Copco.

1.8. The customer shall be responsible for a 25% restocking fee for any replacement parts order cancelled after the shipment of the parts.

2. **Services**

2.1. The price includes all costs of labor and material to perform a fixed price repair as described in the "Quotation" section excluding applicable taxes, except where under the terms of this agreement Atlas Copco is entitled to make an extra charge for these.

2.2. After visit a report on the condition of the equipment will be submitted to the customer by Atlas Copco.

3. **Limitation and Termination**

3.1. Atlas Copco shall not be obliged to inspect any equipment in the event of:
- 3.1.1. Negligence by the customer in the performance of daily maintenance according to Clause 1.1;
- 3.1.2. Any failure of the equipment caused by unforeseen circumstances including, but not limited to failure, interruption or out of specification provision of services to the equipment such as quality and/or quantity of cooling water, air, electrical power etc., accidental or willful damage to the equipment by the customer or a third party.

3.2. This agreement may be terminated by mutual agreement in writing of the parties.

3.3. Atlas Copco shall be entitled to terminate this agreement by notice in writing to the customer:
- 3.3.1. In the circumstances referred to in Clauses 1.5 and 3.1;
- 3.3.2. If the customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the customer;
- 3.3.3. If the customer ceases or threatens to cease to carry on business.

3.4. Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of services (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this agreement after customer's payment of the purchase price for the product(s)/service(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.

3.5. Temporary hire of equipment is not included to cover equipment outages unless otherwise agreed in writing by Atlas Copco.

4. **Force Majeure**

4.1. The delay or non-performance of any obligation under this agreement shall be excused if caused by an event beyond such party's reasonable control including but not limited to:
- 4.1.1. Acts of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority, quarantine, epidemic, or pandemic.

5. **Guarantee**

5.1. Atlas Copco warrants that the products provided are free from defects in material and workmanship and services are performed in a workmanlike manner. Atlas Copco standard equipment warranty applies and is available upon request.

5.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Damages

6.1. The Environmental Management at any site on which Atlas Copco equipment is used is the responsibility of the Customer. In this regard Atlas Copco disclaims any responsibility for any infringement which occurs related to Acts, Rules or Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewer, dangerous goods, waste disposal etc.

7. General

7.1. If any term of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this agreement and the remainder of the affected term shall continue to be valid.

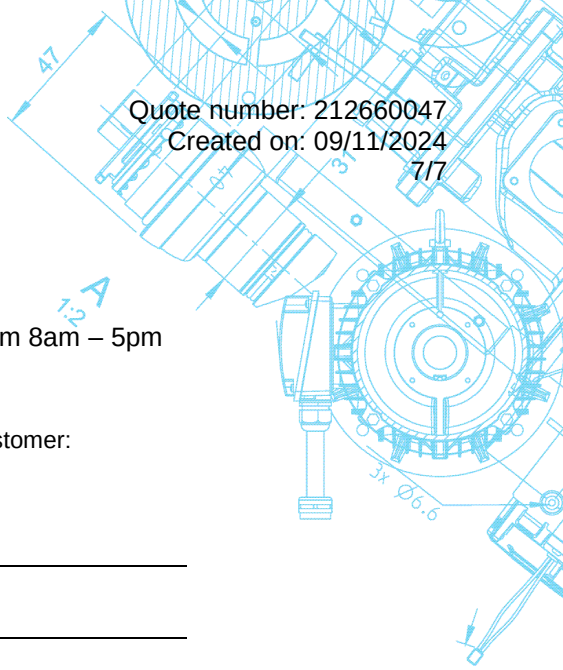
7.2. Any notice to be given by either party to the other under this agreement may be delivered by hand or sent by first class post to the other party at the address for that party shown in this agreement. Any notice delivered by hand shall be deemed to have been served on delivery and any notice sent by post shall be deemed to have been served within 48 hours after posting.

7.3. Any waiver by Atlas Copco of a breach of any terms of this agreement by the customer shall not be considered as a waiver of any subsequent breach of the same term or any other term.

7.4. Pricing does not include taxes and freight and will be added to the invoice.

8. SMARTLINK

The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. SMARTLINK Terms and Conditions are available upon request.



Pricing does not include freight.
Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Signed for and on behalf of Atlas Copco:	Signed for and on behalf of the customer:
Signature:	Signature:
Name: Veronica Martinez	Name: Cynthia Diaz
Position:	Position:
Date: 09/11/2024	Date: 09/11/2024
	Customer# 100436343
	PO#

Atlas Copco Compressors LLC

300 Technology Center Way
Ste. 550
Rock Hill, SC 29730, USA

Phone: +1 866-472-1013
www.atlascopco.com/service-usa
www.atlascopco.com/air-usa

CITY OF GALVESTON, TEXAS
PURCHASING DIVISION
GALVESTON, TEXAS 77550
PH. (409)797-3574 FAX (409) 797-3561

PURCHASE ORDER # P2550114 Page 1
DATE 10/07/24
BLANKET ORDER #

CHECK VOUCHER AUTHORIZATION

TO: 310502

ATLAS COPCO USA HOLDINGS, INC
ATLAS COPCO COMPRESSORS LLC
300 TECHNOLOGY CENTER WAY, STE 550
ROCKY HILL SC 29730

DATE REQUIRED
10/07/24

SHIP TO:
Brian Overeem
Public Works
3015 Market Street
TX

Pub. Wks - M.U.

PAYMENT TERMS **BUYER NAME**

ACCOUNT #

MAIL ORIGINAL AND TWO COPIES OF ALL INVOICES TO:

CITY OF GALVESTON
ACCOUNTS PAYABLE
P.O. BOX 779
GALVESTON, TX 77553

		QUANTITY	U/M	UNIT PRICE	EXTENDED
	****EMERGENCY PO**** FOR WWTP DIVISION REPAIR OF BLOWER MOTORS MOVE PARTS FROM BLOWER 1 TO BLOWER 6 MOVE PARTS FROM BLOWER 5 TO BLOWER 7 PARTS ARE BECOMING OBSOLETE FOR THESE BLOWERS BLOWERS ARE NEEDED FOR TREATMENT AT WWTP THE ITEM IS NECESSARY TO PRESERVE OR PROTECT THE PUBLIC HEALTH OR SAFETY OF RESIDENTS. DOCUMENTS IN SHARED FOLDER				
1	94076 Signal System Maintenance and Repair	1.00	N/A	14,970.0000	~~14,970.00~~ $11,137.50
				DISCOUNT:	.00
				ADDL CHARGES:	.00
				TOTAL TAXES:	.00
				TOTAL:	~~14,970.00~~ $11,137.50

CITY PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES. THE CITY WILL NOT BE RESPONSIBLE FOR ANY VERBAL ORDERS GIVEN WITHOUT PURCHASE ORDER NUMBER. PLEASE SEE TERMS AND CONDITIONS AT https://www.galvestontx.gov/DocumentCenter/View/8741/City-of-Galveston-PO-Terms-and-Conditions-Approved-Final-Version F.O.B. DESTINATION, UNLESS CITED HEREIN.

DEPARTMENT HEAD _____ DATE 12/23/24

PURCHASING _____ DATE _____

ACCOUNTS PAYABLE _____ DATE _____

ACCOUNTING AUDIT _____ DATE _____

BY: _____
RECEIVING NUMBER Y _____
ATTACH PACKING SLIP OR RECEIVING REPORT, DATED AND SIGNED BY PERSON

CITY MANAGER

ENCUM TOTAL _____

TOTAL

CITY OF GALVESTON	
DIVISION:	WWTP - DIVISION
VENDOR AND #	ATLAS COPCO - 310502
ACCOUNT NAME	EQUIPMENT PARTS

FUND	ORG	ACCT	PROGRAM
4210	611817	522085	460200

PO:	P2550114

COG-CON	C/A:	OMNIA CONTRAC	EXP:

COMMODITY CODE:	94076

ENCUMBRANCE TOTAL:	$ 14,970.00

DATE SUBMITTED:	INVOICE DATE:	INVOICE #:	PAYMENT TOTAL:	ENCUMBRANCE BALANCE:	DATE PAID:	CHECK #:
				$ 14,970.00		
10/23/2024	10/22/2024	1124110510	$ (6,075.00)	$ 8,895.00		
10/23/2024	10/22/2024	1124110517	$ (5,062.50)	$ 3,832.50		
				$ -		
				$ -		
TOTAL PAYMENTS MADE			$ (11,137.50)			

Docusign Envelope ID: 32D2BB56-EDB2-41A7-AF8B-8399727826E4

Atlas Copco

Original Service Invoice

Customer No.	Invoice No.	Invoice Date	Purchase Order No.	
118	1124110510	10/22/2024	~~P2451847~~ P2550114	

Atlas Copco Compressors LLC
300 Technology Center Way Ste. 550, Rock Hill, SC 29730

CITY OF GALVESTON
823 ROSENBERG ST
GALVESTON, TX 77550-2198

Visit Address
CITY OF GALVESTON
5200 PORT INDUSTRIAL BLVD
Galveston, TX 77551

Customer's Address
CITY OF GALVESTON
5200 PORT INDUSTRIAL BLVD
Galveston, TX 77551

Payer : CITY OF GALVESTON, 823 ROSENBERG ST, GALVESTON, TX 77550-2198

Serv. Order No. : 407845588
Serv. Exec. Date : 10/11/2024

Contact Reference
Contact : ZLP Low Pressure
Tel No. : 803-817-5641
E-mail : mario.orea@atlascopco.com

Customer Information
Contact : Accounts Payable
Tel No. : 409 797 3500
E-mail : TBolden@GalvestonTX.Gov

This is the invoice for the service repairs of
your FRAME 4.5 HI SPEED T #8
with serial number UTF124ZD1
Thank you for your business and please do contact us
in case there are any issues with the machine.

Pos.	Material ID	Description	Qty	UOM	Price/Unit	Disc.	Total Net Price
Equipment : 105832120		Description : FRAME 4.5 HI SPEED T #8					
Serial Number : UTF124ZD1							
20		Repair Hour	13.00	hr	270.00		3,510.00
30		Repair Hour (Extra Time 50.00%)	3.00	hr	405.00		1,215.00
40		Travel Time	2.00	hr	270.00		540.00
50		Travel Time (Extra Time 50.00%)	2.00	hr	405.00		810.00

Docusign Envelope ID: 32D2BB56-EDB2-41A7-AF8B-8399727826E4

Atlas Copco

Original Service Invoice

Customer No.	Invoice No.	Invoice Date	Purchase Order No.
118	1124110510	10/22/2024	~~P2451847~~ P2550114

Subtotal	6,075.00	USD
Freight (Normal)	0.00	USD
Net / Tax base	6,075.00	USD
Total	**6,075.00**	**USD**

Payment terms : Net 30 Days
Payment Due Date : 11/21/2024
Delivery terms : DAP
Delivery freight charges

Remit To:
Atlas Copco Compressors LLC
DEPT CH 19511
Palatine, IL 60055-9511

10/23/2024

DocuSigned by:
196F18C06536486...

RECEIVED
PUBLIC WORKS
OCT 23 2024
DEPARTMENT

Docusign Envelope ID: 32D2BB56-EDB2-41A7-AF8B-8399727826E4

Atlas Copco

Original Service Invoice

Customer No.	Invoice No.	Invoice Date	Purchase Order No.	1/2
118	1124110517	10/22/2024	~~P2451847~~ P2550114	

Atlas Copco Compressors LLC
300 Technology Center Way Ste. 550, Rock Hill, SC 29730

CITY OF GALVESTON
823 ROSENBERG ST
GALVESTON, TX 77550-2198

Visit Address
CITY OF GALVESTON
5200 PORT INDUSTRIAL BLVD
Galveston, TX 77551

Customer's Address
CITY OF GALVESTON
5200 PORT INDUSTRIAL BLVD
Galveston, TX 77551

Payer : CITY OF GALVESTON, 823 ROSENBERG ST, GALVESTON, TX 77550-2198

Serv. Order No. : 407845589
Serv. Exec. Date : 09/18/2024

Contact Reference
Contact : ZLP Low Pressure
Tel No. : 803-817-5641
E-mail : mario.orea@atlascopco.com

Customer Information
Contact : Accounts Payable
Tel No. : 409 797 3500
E-mail : TBolden@GalvestonTX.Gov

This is the invoice for the service repairs of
your HSTB-F5-W4 - UNIT #2
with serial number HSI0612302
Thank you for your business and please do contact us
in case there are any issues with the machine.

Pos.	Material ID	Description	Qty	UOM	Price/Unit	Disc.	Total Net Price
Equipment : 105830940		Description : HSTB-F5-W4 - UNIT #2					
Serial Number : HSI0612302							
20		Repair Hour	14.00	hr	270.00		3,780.00
30		Travel Time	2.50	hr	270.00		675.00
40		Travel Time (Extra Time 50.00%)	1.50	hr	405.00		607.50

DocuSigned by:
[signature]
196F18C06536486...
10/23/2024

Subtotal	5,062.50	USD
Freight (Normal)	0.00	USD
Net / Tax base	5,062.50	USD
Total	**5,062.50**	**USD**

Docusign Envelope ID: 32D2BB56-EDB2-41A7-AF8B-8399727826E4

Atlas Copco

Original Service Invoice

Customer No.	Invoice No.	Invoice Date	Purchase Order No.	2/2
118	1124110517	10/22/2024	~~P2451847~~ P2550W4	

Payment terms : Net 30 Days
Payment Due Date : 11/21/2024
Delivery terms : DAP
Delivery freight charges

Remit To:
Atlas Copco Compressors LLC
DEPT CH 19511
Palatine, IL 60055-9511

10/23/2024

DocuSigned by:
196F18C065384B6

RECEIVED
PUBLIC WORKS
OCT 23 2024
DEPARTMENT

DocuSign

Certificate Of Completion

Envelope Id: 32D2BB56EDB241A7AF8B8399727826E4
Subject: Complete with Docusign: 1124110517.PDF, 1124110510.PDF
Source Envelope:
Document Pages: 4
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Angela Longoria
3015 Market
Galveston, TX 77554
aklongoria@galvestontx.gov
IP Address: 50.205.209.26

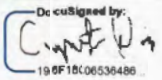
Record Tracking

Status: Original
10/23/2024 4:00:01 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Angela Longoria
aklongoria@galvestontx.gov
Pool: StateLocal
Pool: City of Galveston

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Cynthia Diaz CDiaz@GalvestonTX.Gov Wastewater Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by:  196F18C06536486...	Sent: 10/23/2024 4:00:51 PM Viewed: 10/23/2024 4:01:06 PM Signed: 10/23/2024 4:01:17 PM
	Signature Adoption: Drawn on Device Using IP Address: 50.205.209.26	

Electronic Record and Signature Disclosure:
Accepted: 8/15/2024 3:01:59 PM
ID: d070a643-85da-45be-bceb-a07bc02794fb

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2024 4:00:51 PM
Certified Delivered	Security Checked	10/23/2024 4:01:06 PM
Signing Complete	Security Checked	10/23/2024 4:01:17 PM
Completed	Security Checked	10/23/2024 4:01:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Atlas Copco

Original Service Invoice

Customer No.	Invoice No.	Invoice Date	Purchase Order No.	1/2
118	1124111357	10/24/2024	P2550114	

Atlas Copco Compressors LLC
300 Technology Center Way Ste. 550, Rock Hill, SC 29730

CITY OF GALVESTON
823 ROSENBERG ST
GALVESTON, TX 77550-2198

Visit Address
CITY OF GALVESTON
5200 PORT INDUSTRIAL BLVD
Galveston, TX 77551

Customer's Address
CITY OF GALVESTON
5200 PORT INDUSTRIAL BLVD
Galveston, TX 77551

Payer : CITY OF GALVESTON, 823 ROSENBERG ST, GALVESTON, TX 77550-2198

Serv. Order No. : 407714600
Serv. Exec. Date : 09/27/2024

Contact Reference
Contact : ZLP Low Pressure
Tel No. : 803-817-5641
E-mail : mario.orea@atlascopco.com

Customer Information
Contact : Accounts Payable
Tel No. : 409 797 3500
E-mail : TBolden@GalvestonTX.Gov

Dear Diaz Cynthia
This is the invoice for the quoted services of your FRAME 4.5 HI SPEED T #7
with serial number UTF124ZC1
Thank you for your business and please do contact us
in case there are any issues with the machine.

Pos.	Material ID	Description	Qty	UOM	Price/Unit	Disc.	Total Net Price
Equipment	: 105832119	Description : FRAME 4.5 HI SPEED T #7					
Serial No.	: UTF124ZC1						
20		FIXED PRICE PARTS LABOR AND EXPENSE					0.00 7,485.00

Subtotal	7,485.00	USD
Freight (Normal)	0.00	USD
Net / Tax base	7,485.00	USD
Total	**7,485.00**	**USD**

Payment terms : Net 30 Days
Payment Due Date : 11/23/2024

work done in Oct-

Docusign Envelope ID: BC54A8DA-A54B-4E6F-B459-0EA0A724154A

Atlas Copco

Customer Statement

Customer No. 118

Date 11/11/2024

Document Number (Ref. Document No.)	Document date	Doc. type	Currency	Amount	Original Amount	Dispute Case	Payment Due Date
Past Due	11/10/2024		USD	-285.00			
Total Due	11/10/2024		USD	7,200.00			

Note:

AB-Accounting Document

RV-Invoice

Atlas Copco Compressors LLC

11/12/2024

DocuSigned by:

196F18C06536486...

DocuSign

Certificate Of Completion

Envelope Id: BC54A8DAA54B4E6FB4590EA0A724154A
Subject: Complete with Docusign: Account Statement as of 11102024.PDF
Source Envelope:
Document Pages: 2
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Angela Longoria
3015 Market
Galveston, TX 77554
aklongoria@galvestontx.gov
IP Address: 50.205.209.26

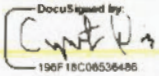
Record Tracking

Status: Original
11/12/2024 9:36:58 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Angela Longoria
aklongoria@galvestontx.gov
Pool: StateLocal
Pool: City of Galveston

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Cynthia Diaz CDiaz@GalvestonTX.Gov Wastewater Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by:  196F18C06536486 Signature Adoption: Drawn on Device Using IP Address: 50.205.209.26	Sent: 11/12/2024 9:37:50 AM Viewed: 11/12/2024 9:39:09 AM Signed: 11/12/2024 9:39:25 AM

Electronic Record and Signature Disclosure:
Accepted: 8/15/2024 3:01:59 PM
ID: d070a643-85da-45be-bceb-a07bc02794fb

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	11/12/2024 9:37:50 AM
Certified Delivered	Security Checked	11/12/2024 9:39:09 AM
Signing Complete	Security Checked	11/12/2024 9:39:25 AM
Completed	Security Checked	11/12/2024 9:39:25 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

Docusign Envelope ID: 86685510-C734-4320-9F32-29664BB72928

CITY OF GALVESTON
Sole Source Justification

Vendor: Atlas Copco Vendor # 310502 Requisition #: R245200 1

Product/Service: Atlas Copco Blowers # 2,8

Estimated expenditure for the above commodity or service: $ 2,780.00

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Blowers 2,8 at the Main WWTP needs service, the blower is an Atlas Copco Blower.

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Atlas Copco Compressors is the sole provider of service and parts for Atlas Copco Blowers.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

The installed blowers are Atlas Copco branded and needs servicing.

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ■ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)

3. ■ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ☐ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT

Docusign Envelope ID: 86685510-C734-4320-9F32-29664BB72928

ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ■ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Trino Pedraza
Department Director (Print Name)

DocuSigned by:
Trino Pedraza
3F57B7AFBC8F4A5...
Department Director (Signature

Municipal Services
Department

08/23/2024
Date

(FOR PURCHASING DEPARTMENT USE ONLY)

☒ APPROVED ☐ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: Jo'Nice Jarrett DATE: 8-23-24

August 22, 2024

City of Galveston
5200 Port Industrial Blvd
Galveston, TX 77551

Re: Atlas Copco Blower Service

To whom it may concern,

This letter shall confirm that Atlas Copco Compressors is the sole source of service and parts for its products including but not limited to the following:

- Tri-Lobe PD Blowers
- Rotary Screw PD Blowers
- High Speed Turbo Blowers
- Integrally Geared Turbo Blowers
- Multistage Centrifugal Blowers

Please let me know if you have any questions or need any additional information.

Regards,

Thomas McDaniel
Service Sales Manager
Atlas Copco Compressors LLC
15045 Lee Rd
Houston, TX 77032
Mobile: (832) 285-4145
E-mail: thomas.mcdaniel@atlascopco.com

August 23, 2024

City of Galveston
5200 Port Industrial Blvd
Galveston, TX 77551

RE: Atlas Copco Blower Service

To whom it may concern,

This letter shall confirm that Atlas Copco Compressors is the sole source of service and parts for it's products including but not limited to the following:

- Tri-Lobe PD Blowers
- Rotary Screw PD Blowers
- High Speed Turbo Blowers
- Integrally Geared Turbo Blowers
- Multistage Centrifugal Blowers

Please let me know if you have any questions or need any additional information

Regards

Veroncia Martinez
Service Sales Manager
Atlas Copco Compressors LLC
15045 Lee Rd
Houston, TX 77032
Mobile: (832)714-1838
Email: veronica.martinez@atlascopco.com

Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2414821

DATE: 12/10/2024

ACCOUNT:
Galveston, City of
2801 Santa Fe Place
Galveston, TX 77550

PREPARED FOR:
Galveston, City of

PREPARED BY:
John Clay
Email: jclay@trafficsignals.com
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING & TRACKING INFO	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
MMU Quote-Galveston	Best Way	FOB Shipping Pt		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	**EDI-MMU2-16LEip**	**MMU2 Smartmonitor W10/100mbps Ethernet Port**	**22**	**$1,150.00**	**$25,300.00**
2	**Q-Free-YCT-XN-2**	**NEMA 16-Line OLED Disp. TS-2 Type 2 (ATC Compl.- No Exp SLot)**	**22**	**$3,440.00**	**$75,680.00**
				Subtotal	$100,980.00
				Tax	$0.00
				ORDER TOTAL	**$100,980.00**

Note: BUYBOARD PROPOSAL NO. 703-23, HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS

ALL QUOTES ARE VALID FOR **30 DAYS**.

PLEASE SEND PO'S TO: MCAMP@TRAFFICSIGNALS.COM AND THPACCOUNTING@TRAFFICSIGNALS.COM

SHIPPING/FREIGHT CHARGES WILL BE APPLIED ON SALES INVOICE UPON SHIPMENT OF ORDER.

THP ON-SITE ASSISTANCE IS AVAILABLE FOR ADDITIONAL FEES.
SUPPORT ITEMS ARE AVAILABLE ON BUYBOARD & SMARTBUY

Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2414821

DATE: 12/10/2024

ACCOUNT:
Galveston, City of
2801 Santa Fe Place
Galveston, TX 77550

PREPARED FOR:
Galveston, City of

PREPARED BY:
John Clay
Email: jclay@trafficsignals.com
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING & TRACKING INFO	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
MMU Quote-Galveston	Best Way	FOB Shipping Pt		Net 30

PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN **30 DAYS**.
PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

A CREDIT CARD FEE OF 4% IS ADDED TO CREDIT CARD PAYMENTS.

THANK YOU FOR YOUR BUSINESS!

BuyBoard Vendor Contract Information Summary

Vendor	Texas Highway Products, LTD
Contact	Mark Camp
Phone	512-255-7633
Email	mcamp@TrafficSignals.com
Vendor Website	www.TexasHighwayProducts.com
TIN	74-2813069
Address Line 1	1309 Clark St.
Vendor City	Round Rock
Vendor Zip	78681
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Highway Safety and Traffic Control Products
Contract No.	703-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date: January 23, 2025

To: City Manager
Mayor and City Council Members

From: Tyson Arnold, P.E.
Interim Executive Director - Public Works & Utilities

Project Location: Avenue O & P

Project: Traffic Controller & Malfunction Management Unit (MMU) Replacement

Request:

A. Consider for approval the Buyboard purchase of twenty-two traffic signal controllers and malfunction management units along Ave O and Ave P for the amount of $100,980.00 from Texas Highway Products. Authorizing the City Manager to execute all necessary documents upon approval by the City Attorney.

Current Situation:

A. Malfunction Management Units (MMU) for traffic signals is a specialized safety device used in traffic signal control systems. Its primary purpose is to monitor the operation of the traffic signal controller and ensure that the traffic signals operate safely and reliably. If the MMU detects an error or unsafe condition, it takes immediate action to prevent accidents, such as placing the intersection into a fail-safe "flash mode" to alert drivers. Some benefits of MMUs are traffic safety by preventing potentially dangerous signal failures. Reduces liability for municipalities by ensuring compliance with safety standards. Facilitates faster maintenance and repair by providing detailed malfunction logs. The MMU is a critical component of modern traffic management systems, ensuring intersections remain safe even in the event of equipment failures or unexpected issues.
B. The traffic controllers that are currently in place are beginning to malfunction rapidly. The LED display is unreadable; therefore, technicians are not able to work on the controllers.
C. The spare controllers that we had in stock were utilized in the field; however, the internal time continues to drift.

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Fiscal Impact Report:

Funding Source	Amount
TRF2102	$ 100,980.00
Total	$ 100,980.00

Alternatives:

A. Approve the Buyboard purchase of twenty-two traffic signal controllers and malfunction management units along Ave O and Ave P for the amount of $100,980.00. Authorizing the City Manager to execute all necessary documents upon approval by the City Attorney. – use the same verbiage as the request.
B. Do not approve the request.

Staff Recommendation:

A. Approve the Buyboard purchase of twenty-two traffic signal controllers and malfunction management units along Ave O and Ave P for the amount of $100,980.00. Authorizing the City Manager to execute all necessary documents upon approval by the City Attorney. – use the same verbiage as the request.

Attachments:
Quote number - Q-2414821

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date: January 23, 2025

To: City Manager
Mayor and City Council Members

From: Tyson Arnold, P.E.
Interim Executive Director - Public Works & Utilities

Project Location: N/A

Project: Trenchless Sanitary Sewer Rehabilitation

Request:

A. Consider for approval the acceptance of the BuyBoard contract #731-24 from Vortex Services, for the purchase of 8" cured-in-place sanitary sewer liner in the amount of $17,967.16. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Current Situation:

A. The City of Galveston Collection Division purchased a cured in place lining vehicle in FY2025. This vehicle is capable of renewing sanitary sewer lines using trenchless technology.
B. Since delivery in early December, the Collection Division has already restored 980 linear feet of 8" sanitary sewer mains in the midtown area of the island.
C. The order of 1,000 linear feet of 8" liner is to replace the stock that the team has already used.

Fiscal Impact Report

Funding Source	Amount
SLINE 4	**$ 17,967.16**
Total	**$ 17,967.16**

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Alternatives

B. Approve the BuyBoard purchase of 8" cured-in-place sanitary sewer liner from Vortex Services in the amount of $17,967.16. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
C. Do not approve the request.

Staff Recommendation

Approve the BuyBoard purchase of 8" cured in place sanitary sewer liner from Vortex Solutions in the amount of $17,967.16. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments
Vortex Services Quote - 51890

Vortex Services, LLC
18150 Imperial Valley Drive
Houston, TX 77060
O: (713) 750-9081

Quote 51890

Shipping Address:	For:	Customer #: 12629
City of Galveston Municipal Utilities-Admin 3015 Market Street Galveston, TX 77550	City of Galveston Accounts Payable PO Box 779 Galveston, TX 77550	

Customer's job:		P.O.#:	BUYBOARD ID# 731-24	Ship terms:	Prepaid
Quote date:	12/30/24	Salesperson:	Sean Fuller	Ship via:	Flatbed
Ship date:		Pay terms:	Prepaid	F.O.B.:	Origin
Contact:	Brian Overeem	*Discount of 1% Net 20 or 2% Net 10 ; Return requests must be made in writing and require written approval from Vortex personnel*		Ref:	City of Galvesto

Remarks: BUYBOARD ID# 731-24

Seq	Item code	Description	U/M	Quantity Order	Quantity Shipped	Quantity Active	Requested Ship Date	Sell Price	Amount
001	720200032	08" x 3.2mm Envirocure UV	LF	1,000.00				16.56	16,560.00
002	7202000SS	08" Safety Sleeve -Envirocure UV-6'	LF	36.00				2.56	92.16
003	7202000GF	08" Glide Foil-1000' Roll-Enviro UV	LF	1,000.00				0.72	720.00
004	CRATE36-STD	UV Shipping Crate - 36" Standard	EA	1.00				595.00	595.00

Sub Total:	17,967.16
Sales Tax:	0.00
Total:	17,967.16

Due to extreme supply chain volatility across the industry, product pricing is now valid for 24 hours. Should you have prior prices or quotes please reach out for updated pricing regularly until further notice. Also, please contact someone directly to qualify pricing for specific projects.

Please Click Here to View Terms and Conditions

Vendor Contract Information Summary

Vendor	Vortex Services, LLC
Contact	Ryan Graham
Phone	713-750-9081
Email	rgraham@vortexcompanies.com
Vendor Website	www.vortexcompanies.com
TIN	20-5007200
Address Line 1	18150 Imperial Valley Dr.
Vendor City	Houston
Vendor Zip	77060
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Vortex Services, LLC agre
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	No
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products)
Contract No.	731-24
Effective	04/01/2024
Expiration	03/31/2027
Accepts RFQs	Yes

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date January 10, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: 37th Seawall Blvd (Pier)

Project: Sky Wonder Pyrotechnics Contract Juneteenth 2025

Request: Consider for the approval of the contract and payment totaling $37,500 to Sky Wonder Pyrotechnics for the 2025 Juneteenth holiday fireworks show which will be funded by the Hotel Occupancy Tax and authorize the City Manager to execute the contract upon final approval by the City Attorney.

Prior Council Action
None

Background

A. Management has requested for the city to supply a 1.3G fireworks show for the 2025 Juneteenth holiday.

B. A search was conducted to locate a company that could provide a high quality 1.3G fireworks show. Reserve spots are quickly being filled for the 2025 events.

C. A class 1.3G firework show is the classification given to the large fireworks and pyrotechnics that are seen at shows put on by cities and events, formerly known as “Class B” fireworks.

D. Three companies were contacted.

- Pyrorific - no response
- The Phoenix Design Group - no response.

- Sky Wonder Pyrotechnics - has openings and supplied a quote of $37,500.

E. This event will include a 25 minute show with 6,355 shots ranging from 1.5 to 8 inch shells with a different variety of spreads. Sky Wonder Pyrotechnics will be utilizing a Cobra Wireless Firing System for every shell being fired.

F. See attachments for reference of other city's (including Galveston) that have utilized Sky Wonder Pyrotechnics in the past.

Fiscal Impact Report

Show Minutes	Total	Simulcast 50,000 Users App	Extended
25	$34,000.00	$3,500.00	$37,500.00

Alternatives

A. City Council approves the request.

1. Cost - $37,500 - 50% due at contract signing and 50% due on the event date.
2. Timing - asap
3. Divisional Improvements - Will provide the city with a Juneteenth Fireworks show.

B. City Council does not approve the request.

1. Cost - No additional costs at this time.
2. Timing - N/A
3. Divisional Improvements - City of Galveston will not have a Juneteenth Fireworks show.

Staff Recommendation

Concur in Alternative A and approve allowing the contract and payment totaling $37,500 to Sky Wonder Pyrotechnics for the 2025 Juneteenth holiday fireworks show which will be funded by the

Hotel Occupancy Tax and authorize the City Manager to execute the contract upon final approval by the City Attorney.

Attachments

INTERNAL QUOTE SHEET

RECEIVED
JAN 14 2025
By: .....

Employee Name:	Department:
David Smith	Special Events

Product/Service:
Fireworks Show for Juneteenth 2025

QUOTE 1:	Date Contacted: 11/17/2024	Hub Vendor: Yes ☐ No ☑
Company: Sky Wonder	**Contact Name:** Aaron Hoot	
Telephone #: 81-393-2500	**E-Mail:**	
Amount of Bid: $37,500	**Date Responded:** 11/17/2024	
Comments:		

QUOTE 2:	Date Contacted: 12/10/2024	Hub Vendor: Yes ☐ No ☑
Company: Phoenix Design Group	**Contact Name:** WEB	
Telephone #:	**E-Mail:**	
Amount of Bid: No Responce	**Date Responded:** None	
Comments: No responce after two weeks		

QUOTE 3:	Date Contacted: 12/10/2024	Hub Vendor: Yes ☐ No ☑
Company: Pyroritic	**Contact Name:** WEB	
Telephone #:	**E-Mail:**	
Amount of Bid:	**Date Responded:** None	
Comments: No responce after two weeks		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

NIGP Commodity Book Class 962

The National Institute of Governmental Purchasing (NIGP) Commodity Book has been prepared for the use of bidders, vendors, and state agency personnel. The State of Texas has marked certain codes for information technology and related commodities and services as Automated Information System (AIS).

FIREWORKS

Clear

RECEIVED
JAN 14 2025
By: .....

(●) All ( ) AIS Only ( ) Non AIS Only

Back to Numeric Index

Download Table

Class Code	Item Code ≑	AIS	Description
962	36	No	Fireworks Display and Carnival Services

Revised January 2016

NOTE: The official NIGP Commodity Book is copyrighted material to be used for reference purposes only and may not be reproduced without a license from Periscope Holdings, Inc.

Search For Vendors

Please Fill out a Survey

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List
- Vendor Performance Report Search

RECEIVED
JAN 14 2025
By: .....

Sorry, No vendors found for the search condition entered.
Search Condition : SearchType=HUB's Only,Section1 Class Code=962,Section1 Item(s)=(36),Location County=Galveston

Centralized Master Bidders List - HUB Directory Search

Read More...

SEARCH FOR

- (•) CMBL Only
- ( ) HUBs Only
- ( ) HUBs On CMBL
- ( ) All Vendors

▸ **SINGLE VENDOR SEARCH**

▸ **MULTIPLE VENDOR SEARCH**

▶ BUSINESS CATEGORY / VENDOR LOCATION SEARCH

▶ SELECT FIELDS FOR OUTPUT

▶ OUTPUT OPTIONS

SKY WONDER
PYROTECHNICS

City of Galveston

Fireworks Proposal

For June 18th, 2025

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F. Reference Clients……Page 5

G. Other Services Offered……Page 5

H. Attachments and Addendum……Page 5

A. Business Organization:

Sky Wonder Pyrotechnics (SWP)
3626 CR 203
Liverpool, TX 77577
Office: 281 393-2500

Points of Contact:

Aaron Hoot 979 997-6456
Email: aaron.hoot@skywonderpyro.com

Tammy Zientek 281 393-2500
Email: tammy.zientek@skywonderpyro.com

SWP is an LLC company incorporated in the state of Texas and holds the following license from:
Texas Department of Insurance State Fire Marshal's Office

- Distributor's License # FWD-202113

US Department of Justice Bureau of ATF

- License # 5-TX-039-51-8L-01851

SWP has been in business for 68 years with the acquisition of Alpha Lee Enterprises in 2015, which spans back to 1952. SWP has 6 full-time and 64 part-time employees.

B. System Concept and Solution:

SWP's understanding of said "Scope of Work" is as follows: to provide a high-quality display with creativity and variety at said one location for the maximum enjoyment for the spectators of Galveston. The total proposed contract price is **$37,500.00**. The pro posed contract price is turn-key and includes all product, permit fees, stand-by fees, all necessary equipment, operator labor, and insurance requirements.

C. Program:

Below is a technical plan outlining the process from arrival to launching and clean-up for the proposed show. The outline defines various activities and check points along the way to ensure quality but foremost safety for our operators and the spectators:

- Once product arrives on site, the operator will verify inventory of product matches packing list defined from SWP home office. This will consist of proper pyro count by sizes and the required "e-match" count needed to launch the product.
- Racks and pods will be positioned and orientated based on the approved site plan locations.

- The operator will start to direct the crew to carry out the following tasks:
    - Loading the product into the racks and pods
    - Lay out of the firing modules at each location
    - Electronic matching of the product
    - Put in place clean-up activities to keep the area clean
    - Monitor these activities from a safety perspective
- Based on the scope of work, the operator will then start to arrange the wired-up product to the firing modules to define the different phases of the show, opening, main, and finale.
- Once the operator is satisfied the show is arranged and ready to go, there are several tests that will be carried out to ensure the safety and quality of the show are ready:
    - Product is safely loaded into launching tubes
    - All wiring will be tested for proper connections
    - Battery tested to ensure power supply is good
    - Fire extinguishers in place for safety
    - All crew is ready and on stand-by for monitoring
- After the show, only the operator will be allowed around the firing site to check for un-launched product and will remove, as necessary.
- Break-down and clean-up will commence after conclusion of the show
- Notes:
    - Each listed step above is considered a very high technical factor and is treated with extreme caution when dealing with pyrotechnics.
    - SWP follows all applicable rules and regulations of federal, state and local governing entities (AHJ, authority having jurisdiction).

D. Firing System:

SWP will be utilizing a Cobra Wireless Firing System for every shell being fired.

E. Authorized Negotiator:

Aaron Hoot (President) has full authority to negotiate contract terms and render binding decisions on contract matters:

Aaron Hoot
3626 CR 203
Liverpool, TX 77577
979-997-6456
aaron.hoot@skywonderpyro.com

F. Reference Clients:

City of Sugarland
City of Lake Jackson
City of Port Lavaca
City of West Columbia
City of Brazoria
Galveston Park Board of Trustees
City of League City
City of Texas City
City of Temple
City of Beaumont
City of Mont Belvieu
City of Port Arthur
City of Orange
City of Brownsville
City of Fredericksburg
City of Huntsville
City of Stafford
City of Pecan Grove
City of Pflugerville
City of Victoria
City of Madisonville
City of Wharton
City of Port Neche
Texas A&M University

USAA
Fort Sam
Moody Gardens
Mardi Gras – Beaumont
Hyatt Lost Pines Resort
Houston Yacht Club
Austin Symphony
Bentwater Yacht Club
Lakeside Country Club
Royal Oaks Houston
Royal Oaks Dallas
Miller Theatre
Pirates Beach
Sienna Plantation
Sonterra County Club
Veranda
Walden Community
Willow Brook Country Club
Austin County Club
St. Edwards University
Rice University
University of Texas

SWP will provide any requested contact information regarding the clients referenced above. SWP will provide additional references as required.

G. Other Services Offered:

Simulcast Broadcasting App – for up to 50,000 users

H. Attachments and Addendum:

Attachment A – Shell Breakdown

Attachment B – Licenses

Sky Wonder Pyrotechnics, LLC

Date: 10/19/2024

QUOTE NUMBER: 7992-1

Quote valid until: 11/17/2024

Prepared by: Aaron Hoot - President

Bill from	Bill to
Sky Wonder Pyrotechnics, LLC 3626 CR 203 Liverpool, TX 77577 USA	City of Galveston

25 Minute Firework Display

Show Opening: (4) 2” 100 Shot Fan Cakes, (72) 3” Assorted Shells, (36) 4” Assorted Shells, (18) 5” Assorted Shells,(9) 6” Assorted Shells = **531 Shots**

Show Body: (20) 1.5” 100 Shot Fan Cakes, (288) 3” Assorted Shells, (252) 4” Assorted Shells, (252) 5” Assorted Shells, (128) 6” Assorted Shells, (8) 8” Assorted Shells = **2,928 Shots**

Show Finale: (6) 1.5” 100 Shot Fan Cakes, (6) 1.2” 300 Shot Fan Cake with Salutes, (360) 3” Assorted Shells, (90) 4” Assorted Shells, (36) 5” Assorted Shells, (18) 6” Assorted Shells = **2,896 Shots**

Total Shot Count: 6,355 Shots

Product ID	Description	Packing	Quantity	Unit price	Sub-total
FS-1105	1.3G Fireworks Display Show 25 Minutes on June 18th, 2025	1			34,000.00
	Pyro Cast app				3,500.00

To confirm booking a 50% deposit is required
If you have any questions concerning this quotation please contact:

Aaron Hoot
Aaron.Hoot@skywonderpyro.com
(281) 393-2500

THANK YOU FOR YOUR BUSINESS!

Pyrotific
Fireworks Display Company in Texas

(830) 426-1101

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CONTACT US

WE LOVE QUESTIONS ABOUT FIREWORKS

SEND US A MESSAGE

Have questions about a fireworks show? Fill out the form. We'll get in touch with you asap.

FULL NAME
David A. Smith

EMAIL ADDRESS
DSmith@GalvestonTX.gov

MESSAGE FOR US
12/10/2024

The City of Galveston is requesting a quote for a Juneteenth 2025, fireworks show if you have an opening.

25 Minute Professional 1.3G Firework Display

Show Opening:

(4) 2" 100 Shot Fan Cakes, (72) 3" Assorted Shells, (36) 4" Assorted Shells, (18) 5" Assorted Shells, (9) 6" Assorted Shells

= 531 Shots

Show Body:

(20) 1. 5" 100 Shot Fan Cakes, (288) 3" Assorted Shells, (252) 4" Assorted Shells, (252) 5" Assorted Shells, (128) 6" Assorted Shells, (8) 8" Assorted Shells

= 2,928 Shots

Show Final:

(6) 1. 5" 100 Shot Fan Cakes, (6) 1. 2" 300 Shot Fan Cake with Salutes, (360) 3" Assorted Shells, (90)

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CALL US

We can meet with you by appointment. Let's setup some time.

830-426-1101

Pyrorific
Fireworks Display Company in Texas

(830) 426-1101

Are You Ready To Supercharge Your Event?

Questions? Call us at
(830) 426-1101

CONTACT US

Pyrorific is a fireworks display company in Texas
1903 Avenue J, Hondo, TX 78861
info@pyrorific.com
830-426-1101

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Gathering information concerning budgets can be the first step in planning a successful event. We want to give you accurate, reliable information. Start here for a quote and let

Name	David Smith COG
Company Name	City of Galveston
Email	DSmith@GalvestonTX.gov
Phone	409-797-3929
Address	502 32ND
City	GALVESTON
State	Texas
Zip	77550
Are you a Special Events Planner/Coordinator Professional?	I am a Special Events Planner
What type of event are you planning?	Public Event
Proposed Event Date	June 19, 2025
City of Event	Galveston
Venue Name	
Venue Address	3700 Seawall Blvd, Galveston TX 77550
Venue Contact Name	
Venue Contact Phone	
Venue Contact Email	
Estimated Budget	

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City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date January 10, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: N/A

Project: Faster Migration to FASTER Web

Request: Consider for the approval of the contract and payment totaling $104,754.18 to Faster Assets for the migration of the current fleet software system to Faster Web which will be funded by the Information Technology Improvement Fund and authorize the City Manager to execute the contract upon final approval by the City Attorney.

Prior Council Action
None

Background

A. Faster Assets is the fleet software system that controls and manages all aspects of the city fleet and the involved maintenance shops.

B. An RFP was created for a new fleet software system in 1996 (Bid 95-96-036). The system contract was awarded to CCG Faster and was approved on January 23, 1997, by the City Council (A96-14).

C. This system has proven to be a robust and prodigious system that monitors several fleet and shop aspects in real time.

D. In addition, during the course of 28 years, other outside organizations have also utilized this same fleet system supported by our servers (Galveston County, Port of Galveston…).

E. The system was originally a DOS system and has been upgraded through the years to what is now called the FASTER Win version, which is an inhouse system that operates from city servers.

F. As of 2026, Faster Win will no longer be supported by Faster Assets, and the system will have to be converted to the Faster Web version. This move will include the transfer of years of fleet data to the new platform. This classifies the system as a proprietary acquisition (Sole Source Justification form is attached).

G. The Information Technology Department has been working with Faster Assets on this migration project which was included in the 2024-25 budget.

H. The annual fee will be charged for the first usage year and is included in the extended price of $104,754.18. Discounts have been added since the city of Galveston is a long-term customer.

Fiscal Impact Report

Description	Note	Subtotal	Annual Fee	Discount	Extended
Database Management, Setup, License	One Time Total	$ 53,460.00		$ (6,682.50)	$ 46,777.50
Annual Fee for above + Backups			$ 19,980.00	$ (2,497.50)	$ 17,482.50
Fuel Import - Fuel Force	One Time Total	$ 17,798.40		$ (14,391.68)	$ 3,406.72
Annual Fee for above			$ 3,559.68	$ (444.97)	$ 3,114.71
Faster Web Implementation	One Time Total	$ 21,600.00		$ (2,700.00)	$ 18,900.00
Training	One Time Total	$ 17,226.00		$ (2,153.25)	$ 15,072.75
	Totals	$ 110,084.40	$ 23,539.68	$ (28,869.90)	$ 104,754.18

Payment Terms	Percent
Purchase Confirmation	30%
Installation of Software	30%
System Overview	20%
Delivery of Converted Data - Go Live	20%
	100%

Alternatives

A. City Council approves the request.

1. Cost - $104,754.18 (annual future fees of $23,539.68 for 5 years)
2. Timing - asap
3. Divisional Improvements - Will provide the city with upgraded software that will be supported by the maker.

B. City Council does not approve the request.

1. Cost - No additional costs at this time.
2. Timing - N/A
3. Divisional Improvements - The city fleet system will continue to run but over time, segments that are no longer supported will fail.

Staff Recommendation

Concur in Alternative A and approve the contract and payment totaling $104,754.18 to Faster Assets for the migration of the current fleet software system to Faster Web which will be funded by the Information Technology Improvement Fund and authorize the City Manager to execute the contract upon final approval by the City Attorney.

Attachments

CITY OF GALVESTON
Sole Source Justification

Vendor: Faster Assets Vendor #_____ Requisition #:_____

Product/Service: Migration of current software from FASTER Win to FASTER Web

Estimated expenditure for the above commodity or service: $104,754.00

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Migration of proprietary software from a windows version to a web version. See staff report

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Migration of proprietary software from a windows version to a web version. See staff report.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☐ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)

3. ☐ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ☐ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT

ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☐ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ■ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

David A. Smith
Department Director (Print Name)

Department Director (Signature

Fleet
Department

01/15/2025
Date

(FOR PURCHASING DEPARTMENT USE ONLY)

☐ APPROVED ☐ NOT APPROVED

REASON, IF NOT APPROVED: _____

_____

_____

BY: _____ DATE: _____

FASTER

Best of Breed Enterprise Fleet System

FASTER Web The Best-of-Breed Enterprise Fleet Management System

Enterprise Level Integrations

Customizable to Your Process

Commercial Off the Shelf

Latest Technology

For over 30 years *FASTER* Asset Solutions has met the needs of more than 350 public and private fleets including municipalities, state, federal, law enforcement, schools, universities, bakeries, cable companies, utilities, mining, retail and more. While other vendors offer older web-enabled technologies, *FASTER* Web was developed based on current platforms from the ground up for a true web experience. The result is better load times, better search capabilities and an easy user experience that does not rely on inefficient scrolling, screen cluttered with tabs and difficult-to-learn menus.

Unlike other ownership models that are prone to spin-offs and a lack of product longevity, *FASTER* is employee-owned, and is making long-term investments that reflect a long-term commitment to your system purchase and the fleet industry. *FASTER* is also the only major American-owned fleet management system. We welcome you to demo this cradle-to-grave system and compare it to any other. The system is built on best-practice processes for which *FASTER* is renowned. As a result it is highly configurable (minimizing expensive customizations).

And where your needs demand, *FASTER* can be customized to meet your unique needs. *FASTER's* technology and experience will also permit it to be integrated with any system. *FASTER* is also renowned for its gold-standard implementations which results in robust system utilization and better ROI. All this has led to *FASTER* Web being the best-of-breed fleet management system.

General System-Wide Features

- Browser-based client with software updates/ maintenance available by online deployment, reducing client machine cost and time investments.
- Easy and intuitive navigation.
- Customizable user-specific views (via browser cookies).
- In-Product help.
- Follows fleet process flow.
- Section 508 of the Rehabilitation Act of 1973 compliant.
- Notes capability throughout the system with flexible user-based security and subject lines for fast searching.
- Ability to link attachments to records throughout the system.
- Web-based architecture offers access from various locations and devices.
- Provides user definable configuration for flexibility.
- Custom Specifications in various system modules allows you to track site-specific data not already tracked by default.
- Flexible security model to customize user access.
- Ability to restrict the types of attachments accepted at your site to help control storage needs and to store attachments outside the database.
- Setup tab with ability to relabel specific fields, customize picklist values and find information about fields.

Reporting, Business Intelligence & Fleet Analytics

The true value of any data system is the business intelligence it provides to run your operation efficiently and successfully. *FASTER* Web provides robust and varied business intelligence features that extend well beyond our standard reports.

- Standard reports based on fleet and business best practices.
- Powerful, comprehensive searching capability for fast onscreen viewing of data throughout the system.
- Quick exporting of any search results data to Excel, Word and CSV and any standard report to XML, CSV, PDF, Excel or Word.
- Native web deployment of reports.
- Ability to create custom reports using SQL Reporting Services or Crystal Reports.
- Dashboard Add-on providing easily accessible at-a-glance overview of the Key Performance Indicators (KPI's) of your fleet.
- Customization of Dashboard Add-on KPI's available to meet your fleet's specific needs.

Asset Management

FASTER Web provides comprehensive asset management from initial acquisition planning through disposal.

- Equipment warranty tracking from initial claim through receipt of reimbursement.
- Lifecycle tracking including 15 point replacement system.
- Management of disposal from out of service, decommissioned and auction/sale with proceeds being credited to the appropriate account depending on your internal policy.
- Tracking of Preventive Maintenance per asset.
- Asset Inventory snapshot for monitoring fleet growth and 'right-sizing'.
- Tire tracking.
- Parent/Child asset tracking for asset components.
- Tracking of Scheduled Actions per asset (such as vehicle registrations, emissions testing, inspections, etc.).
- Asset templates allowing users to quickly create birth certificate records of similar vehicles.
- Allows for tracking multiple meters with ability to see each transaction that updated the meter.
- History view outlining all maintenance, repair and fuel dollars related to asset as well as cost per mile or gallon data.
- Contacts to track anyone and everyone related to an asset and to specify custom roles related to assets with start and end dates.

Parts Inventory and Processing

FASTER Web provides comprehensive inventory management and parts tracking which encompasses the entire procurement process from order and receipt through issues including warranty replacements, core tracking/returns, and vendor credits through the accounting system.

- Comprehensive parts activity tracking including recording all ordering, receiving, issuing, returning and transferring.
- Provides complete accountability and auditability for all transactions within the procurement process.
- Ability to display full parts history.
- Online ability to generate reorder list by vendor based on usage history.
- Perform and track physical inventory in a variety of ways.
- Stock reorder analyzes your preferences for high and reorder quantities for each part and creates an order recommendation
- Supports multiple tax structures.
- System uses perpetual inventory methodology which allows you to look at a snapshot of your inventory for any given date and time.
- FIFO and average cost available for the pricing of individual parts.
- Ability to cross-reference different vendor numbers for a given part or find acceptable substitutes for a given part.
- See a snapshot of inventory activity including quantities (in-stock, available and on order), return bins, pricing, markup, last issue and last receipt, and activity over the last 12 months.
- Ability to track all charges related to a part such as core, hazard fees, disposal fees, etc.
- Ability to include a picture/thumbnail of a part on the part record allowing for quick visual reference.
- Add and track vendor warranty information for part issues.
- Generate Parts List based on usage and single click issue of Parts List.
- Ability to scan and print barcode bin labels for inhouse or 'off-the-box' part numbers.

Vehicle Maintenance

FASTER Web provides comprehensive maintenance and labor tracking based on work order process flow. In addition, customer service tools enable you to provide higher levels of service.

Maintenance & Labor

- Provide the ability to print work orders including notes.
- Create Department Work Order or Direct Charge documents to capture billing that relates to a cost center of an asset.
- Ability to view real time work in progress for both direct and indirect labor.
- Ability to charge labor hours using Flat Rate charges.
- Touch screen capable real time shop floor labor tracking (Technician Workstation).
- Tracking of staff training and certifications.
- Ability for technicians to electronically request parts directly from the shop floor via the Technician Workstation without needing to stop current work.
- Track and manage all technicians, including non-billable labor hours, in real-time.
- Recall campaign management.
- Labor Resource Planning Calendar displaying Scheduled Tasks, Scheduled Indirect Labor, Online Requests and Certificates in a convenient calendar view.

Customer Service

- Customer portal gives customers the ability to request repairs for equipment online as well as view repair history from any computer using a web browser.
- Automatically notify customers via email when the equipment is ready for pick up.
- Generates automatic email notifications for items such as a PM being due on an asset, upcoming vehicle expirations and scheduled appointment confirmations.

Fuel Management

FASTER Web provides the ability to collect and store fuel transactions by manual process, electronic upload or integrated web services depending on the capabilities of your fuel provider.

- Track fuel related data and costs within *FASTER*.
- Web-services that provide Fuel Vendors the ability to integrate with the *FASTER* database in real-time.
- Ability to download data from multiple onsite automated fuel systems or commercial card programs into *FASTER*.

Accounting & Billing

FASTER Web includes flexible tracking of all costs and vendors related to assets as well as billable dollars and customer accounts.

- Full chart of accounts management with budget line item detail.
- Asset maintenance and inventory charges can be billed to multiple account numbers at the organizational, department or asset level.
- Track use of purchase cards.
- Ability to perform billing adjustments for all cost categories.
- Vendor accounts payable and invoicing management including vendor credit processing.
- Provides complete accountability and audit ability for all transactions within the procurement process meeting both GAAP (Government Accepted Accounting Practices) and IFRS (International Financial Reporting Standards).
- Financial/ERP web services will enable you to choose any finance or ERP package. And in turn they will be able to work with *FASTER* to build a real-time integration to the *FASTER* database.

SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

FASTER

David Smith

City of Galveston

Quote #: 2223 v3

Quote Date: Jan 14, 2025

Quote Expires: Jan 31, 2025

FASTER Asset Solutions Quote and Proposal

David Smith

Fleet Manager

City of Galveston

FASTER Asset Solutions is pleased to submit our proposal, City of Galveston, TX- FASTER WEB- NPP.gov M-5768634.

FASTER has been in business since 1982 and provides clients such as yourselves Fleet Management Information Solutions (FMIS). You have helped make *FASTER* the largest FMIS provider to city and municipal fleets in North America. Thank you!

We appreciate you considering a move to *FASTER* Web. Our robust cloud based FMIS.

FASTER is an Industry Leader for 3 key, strategic reasons:

***FASTER* has the Most Experienced Staff in the Industry:**

Seventy percent of *FASTER's* technical staff have been with the company for more than 10 years. No other vendor fields the level of responsive, industry knowledgeable, technical support staff as *FASTER*. This provides more efficient implementations, superior 24/7-365 support, and ultimately better system utilization and ROI.

***FASTER* Invests in the Long-Term:**

For more than 40 years *FASTER* has continuously improved *FASTER* solutions across three generations of technology. *FASTER* Web™ is latest, cloud-based Fleet Management Information Solution and includes the ability to integrate easily with other software through API technology. Additionally, *FASTER* issues multiple new updates each year that include new features and improvements across multiple aspects of the solution.

***FASTER* is Product and Service Focused:**

Likely the most important distinction of *FASTER* is the strategy of continually reinvesting in *FASTER* products, solutions, and staff. This has created a justifiable reputation within the *FASTER* Client base, Strategic Partners and beyond that *FASTER* has industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please let us know.

Sincerely,

***FASTER* Asset Solutions**
*FASTER*asset.com | LinkedIn | Facebook

Sales@fasterasset.com
757.623.1700

Robb Flowers

robb.flowers@fasterasset.com

Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	**2223 v3**
Date	**Jan 14, 2025**
Expires	**Jan 31, 2025**
Contact	**Robb Flowers**

Prepared for

City of Galveston
David Smith
PO Box 779
Galveston, TX 77553-0779
United States

T: (409) 797-3929
E: dsmith@galvestontx.gov

ACCEPT QUOTE

City of Galveston, TX- FASTER WEB- NPP.gov M-5768634

FASTER Web Core

One-Time Fees

Category	Item	Qty
LICENSE	**FASTER WEB CORE LICENSE FEE** FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at $5,000 or greater and active). • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. 12.5% Item Discount ($6,385.50) FASTER (Code: 001)	473
LICENSE	**FASTER WEB Non Standard Assets License Fee** For non standard assets (initial purchase price <$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support. Fuel Only assets are also considered non standard regardless of initial purchase price. 12.5% Item Discount ($27.00) FASTER (Code: 012a)	8

Category	Item	Qty
SETUP / Hosting	**Database Management & Setup Migrating Customer** Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location 12.5% Item Discount ($270.00) Faster Asset (Code: 620)	1

One-Time Subtotal	$53,460.00
Discount	($6,682.50)

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	**FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Core annual support and maintenance fee per standard asset. 12.5% Item Discount ($1,277.10) FASTER (Code: 001A)	473
SUPPORT and MAINTENANCE	**FASTER WEB NON STANDARD ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset. 12.5% Item Discount ($5.40) FASTER (Code: FWNSALICANN)	8
SUPPORT and MAINTENANCE	**Database Annual Support and Maintenance** Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes 24x7x365 cloud database access. 12.5% Item Discount ($1,215.00) FASTER (Code: DBMSANN)	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$19,980.00
Discount	($2,497.50)

FASTER Web Add-On Solutions

One-Time Fees

Category	Item	Qty
Addon Modules / WEB	**Fuel Import - Single Vendor (Existing Customer) - Fuel Force** Single Vendor Fuel Import This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import 12.5% Item Discount ($486.68) Faster Asset (Code: 301)	1
Addon Modules / WEB	**Single Vendor Site and Dispenser Add On** This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. 100% Item Discount ($2,781.00) Faster Asset (Code: 303)	1
Addon Modules / WEB	**Dashboard** The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. 100% Item Discount ($11,124.00) FASTER (Code: 207nc)	1

One-Time Subtotal	$17,798.40
Discount	($14,391.68)

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	**Fuel Import Single Vendor Support and Maintenance Existing Customer** Annual support and maintenance for fuel import for existing customer 12.5% Item Discount ($97.34) FASTER (Code: 301ann)	1

Category	Item	Qty
SUPPORT and MAINTENANCE	**Single Vendor Site and Dispenser Support and Maintenance** Annual support and maintenance for site and dispenser 12.5% Item Discount ($69.53) FASTER (Code: 303ann)	1
SUPPORT and MAINTENANCE	**Dashboard Annual Support and Maintenance** 12.5% Item Discount ($278.10) FASTER (Code: 207ncann)	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$3,559.68
Discount	($444.97)

FASTER Web Implementation

One-Time Fees

Category	Item	Qty
Professional Services / Data Conversion	**Migration Data Conversion** The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web. • Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope • Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope 12.5% Item Discount ($2,700.00) Faster Asset (Code: 408A)	1

One-Time Subtotal	$21,600.00
Discount	($2,700.00)

FASTER Web Training

One-Time Fees

Category	Item	Qty

Category	Item	Qty

Professional Services / Training	**Implementation Training**
	• Faster Web 101 Introduction
	• Training Planning Meeting
	• Pre-Go Live
	  • Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live
	• Go Live
	  • Three days of onsite, live, instructor-led training
	  • Covers functions necessary in day-day fleet work
	• 90 Days Post-Go Live
	  • Deployment 30 min weekly Status Consult for 1st 30 days
	  • Health Check 2-hr call 60 and 90 days from Go Live.
	• Ongoing through 1st Year
	  • Access to FASTER Resource Central
	  • Monthly public Q&A and Seminar on specific topics
	12.5% Item Discount ($2,153.25)
	
	Faster Asset (Code: 512-SGL1)
		1

One-Time Subtotal	$17,226.00
Discount	($2,153.25)

Summary

Please contact us if you have any questions.

One-Time Subtotal	$110,084.40
Discount	($25,927.43)
Total One-Time	**$84,156.97 USD**
Annual Support And Maintenance Subtotal	$23,539.68
Discount	($2,942.47)
Total Annual Support And Maintenance	**$20,597.21 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
LICENSE	$51,300.00	—
SUPPORT and MAINTENANCE	—	$23,539.68
SETUP / Hosting	$2,160.00	—
Addon Modules / WEB	$17,798.40	—
Professional Services / Data Conversion	$21,600.00	—
Professional Services / Training	$17,226.00	—
Discount	($25,927.43)	($2,942.47)
Total	**$84,156.97 USD**	**$20,597.21 USD**

- All sales subject to FASTER Asset Terms and Conditions.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
  - One Time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live.
  - 100% of Annual Fees at Installation of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year's annual fee.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as *"FASTER,"* and the **City of Galveston, TX** hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are as follow:

Schedule A: Statement of Work
Schedule B: Software Upgrades & Support Agreement
Schedule C: Software License Agreement
Schedule D: Cloud Service Level Agreement (SLA)
Schedule E: Pricing & Payment Terms

1. *FASTER* Web and Custom Deliverables:

a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

- Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

i. *FASTER* will perform data validation testing.

ii. *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.

iii. *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.

iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.

v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.

vi. *FASTER* will provide data validation test cases for Customer to use free of charge.

vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER's* work will be corrected by *FASTER* at no charge to Customer.

2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

3. Proprietary Rights of *FASTER*

a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER.* Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

i. Competitive Uses: Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).

2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.

3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

4. The Parties agree the above clauses pertain to those persons under the control of Customer, their employees or direct agents, as authorized or permitted by Customer. Customer has no control of third parties that are outside of their control.

ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to knowingly demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

b. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

c. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

d. Binding Effect & Definitions

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its

associated support services, or the provision of or failure to provide support services under this Agreement.

FASTER shall conduct and perform its services and will be held to the standards of the Industry.

6. Removed

7. Confidential Information

"**Confidential Information**" means any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms**.**

8. Term and Termination

The initial term of this Agreement shall be for five years from the Effective Date. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer is

in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

9. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected. Performance shall begin within a reasonable period of time, post the force majeure event. If a Party is unable to render services within a reasonable period of time, either party may agree to terminate without liability of damages and in accordance with the terms of this Agreement.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Asset Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with *FASTER* in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, *FASTER* reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

h. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of the state of Texas. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

Customer: The City of Galveston, TX	TT FASTER LLC DBA *FASTER* Asset Solutions:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to Form:

_____
City Attorney's Office

Schedule A: Statement of Work

1. SERVICES
    a. Orders for Services.
        i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
        ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
    b. Professional Services.
        i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
            1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
        ii. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
    c. Training Services.
        i. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
        ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
        iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER's* then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
    d. Implementation/Configuration Services.
        i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
        ii. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
    e. Custom Work

i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.

2. PROJECT MANAGEMENT.
    a. Project Managers.
        i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
        ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
        iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
        iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
    b. Delays in Performance.
        i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER's* performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
        ii. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
        iii. *FASTER's* obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
        iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.
3. *FASTER* Web Application
    a. One instance of the *FASTER* Web application with one database is included.
    b. Unlimited user access (named accounts) is included.
    c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
    d. MODULES
        i. Assets
        ii. Inventory
        iii. Maintenance
        iv. Fuel
        v. Accounting
        vi. Vendors
        vii. Reports
    e. Technician Workstation
    f. Customer Portal
4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

a. Selected software add-on components as indicated in the Order.
b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.

5. Application Programming Interface (API) (OPTIONS)
    a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
        i. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
        ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
    b. Maintenance Repair API
        i. Retrieve work order and direct charge repair information from *FASTER* Web
    c. Asset Alerts API
        i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
        ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
    d. Asset Locations Web Service API
        i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
        ii. One or more new location records are created once per hour per asset.
    e. Inventory Orders and Invoices API
        i. Import invoices into *FASTER* Web based on received date
        ii. Import orders and line items by status and date
        iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
        iv. Create orders and order lime items (optional parameter)
        v. Deletes orders and order line items.
    f. Inventory Item Request Web Service API
        i. Retrieve item requests and create item request messages.
        ii. Item requests include Storeroom, Begin and/or End Date and Offset
        iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
    g. Asset Meter Readings Web Service API
        i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
    h. Purchase Orders Web Service API
        i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
        ii. Create one or more purchase orders and budget line items for purchase orders.
    i. Process Billing Automation Web Service API
        i. Auto create date specific billing statement in *FASTER* Web
    j. Asset Birth Certificate Web Service API

i. Retrieves and updates Assets in *FASTER* Web.
ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.

6. Integrations (OPTIONS)
    a. Asset Alerts Import
        i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
    b. Asset Locations Import
        i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER* Web's map
        ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
        iii. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
    c. Asset Meter Readings Import
        i. Import cumulative asset meter readings available from vendor into *FASTER* Web.
        ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
        iii. *FASTER* Web can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
    d. Single Vendor Fuel Import
        i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
        ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
    e. Fuel Dispenser Integration
        i. Allows *FASTER* Web users to track the individual fuel site and/or dispenser source.
        ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
    f. VIN Decoder
        i. Scan or manually enter a VIN into *FASTER* Web Create Asset and Select Asset processes.
        ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
        iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER* Web.
        iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER* Web "Create New Asset" function.
            1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
        v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
        vi. NHTSA values are checked to confirm active status in *FASTER* Web.
7. Modules (OPTIONS)
    a. Barcoding Add On
        i. Software to scan and print 2D or Symbiology – Code 128 barcodes
    b. Alert Filtering and Mapping Add On

i. Automatically create pending repairs or service items
ii. Automatically send text or email custom notifications.
iii. Assign custom descriptions to alerts from vendor provided XML file
iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.

c. Dashboard Add On
i. Separate module with user definable views and settings
ii. 12 additional KPI (Key Performance Indicators) Charts

d. *FASTER* Web Inventory Import Utility (IIU)
i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
ii. Supports import of Inventory (parts) data from parts or fluid vendor.
iii. IIU is incorporated directly in *FASTER* Web Integrations Module
iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
v. Scheduling frequency of import as often as every five minutes.
vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.

e. Web-Based MotorPool Module
i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
ii. Unlimited user access (named accounts)
iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.

f. Key Box Integration
i. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.

8. Exports (OPTIONS)
a. Asset Alert Results Export
i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared

b. Asset Birth Certificate Export
i. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.

9. Data Services (OPTIONS)
a. Data Extraction Mapping Tools
i. Option 1: Pre-designed MS Excel data mapping template
ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration

b. Level 1 Data Conversion and Testing

i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
ii. Data Validation testing conducted to confirm data conversion integrity.

c. Level 2 Data Conversion and Testing
    i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
    ii. Data Validation testing conducted to confirm data conversion integrity.
d. Level 3 Data Conversion and Testing
    i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
    ii. Functional stability testing conducted to ensure no data conflicts with FASTER Web table structure.
    iii. Data Validation testing conducted to confirm data conversion integrity.

10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
    a. Maintenance Management Overview
    b. System Configuration for *FASTER* Web system settings
    c. Training Plan and Schedule for specific system users and job functions.
    d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
11. Go Live Training
    a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
    b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
12. Post Go-Live Training (OPTIONS)
    a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
    b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
    c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.

2. Software Upgrades:

    a. Software upgrades are regularly scheduled and implemented by *FASTER to all customers with current* Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:

        i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.

        ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.

3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.

4. *FASTER* Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	• Customer's production system is down due to an issue with a *FASTER* product. • *FASTER* product is unusable resulting in total disruption of work or other critical business impact. • No workaround is available
High	• Major feature/function failure • Operations are severely restricted • A workaround is available
Medium	• Minor feature/function failure • Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	• Minor issue • Documentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure **a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release

			• Fix or workaround incorporated into Solution Library
Medium	1 Business Day	Within 5 Business Days	• Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release
Low	1 Business Day	Within 10 Business Days	• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. *FASTER* has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	*FASTER* is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	*FASTER* has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. *FASTER* will regularly provide status updates and expected resolution timelines to the customer.
Closed	Closed status reflects that: • Customer and *FASTER* agree that a satisfactory resolution has been provided, or • Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or • *FASTER* has made multiple attempts to contact Customer that opened the log and Customer has not responded. Electronic service requests (Web, e-mail) may be closed when *FASTER* Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial "Go-Live Training," remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer's review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.

6. Customer's Responsibilities:

    a. Customer's representative(s) must be qualified and authorized to communicate all necessary information.

    b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.

    c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*'s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

Schedule C: Software License Agreement

1) Scope of License

   a) Grant:

      Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER's* hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

   b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

2) SaaS Services.

a) Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER's* hardware, during the Access Term, as agreed by the Parties in this Agreement.

b) Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

c) Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER's* intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

d) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

3) The term of this license or subscription will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

4) Environment:

   Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

   a) SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.

   b) OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

   Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

Schedule D: Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where:Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU
And: ((TMM-TMU) X 100)/TMM = Availability

4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.

4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.

4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to $1/30^{th}$ of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

SCHEDULE E: PRICING AND PAYMENT TERMS

Payment Schedule

Migrating Customer

Standard Quote

MILESTONE	PAYMENT
Upon Purchase Confirmation	**30% One Time Fees**
Kickoff call is completed with the Client, software environment installation and setup completed, initial group of logins are delivered to Client.	**30% One Time Fees**
Access to Client resources for system operation provided, software use training session delivered. (System Overview)	**20% One Time Fees**
Delivery of converted data and Go Live of software package.	**20% One Time Fees**
Installation of *FASTER* Web	**100 % Annual Fees**

*Any months remaining on *FASTER* WIN support will be deducted from the first year's annual fee.

City of Galveston

ISLAND TRANSIT
STAFF REPORT

Date	January 15, 2025
To:	City Manager Mayor and City Council Members
From:	David Smith, Executive Director Fleet, Mass Transit and Special Events James Oliver General Manager, Island Transit
Project location:	N/A
Project:	Interlocal Agreement with Harris County Rides Services

Request: Consider for the approval of a resolution supporting an Interlocal Agreement between the City of Galveston, Texas and Harris County (dba Harris County RIDES), in an amount of $400,000 which is funded by a FTA/TXDOT grant (80-20 match) in support of Subsidized Taxi Services for the delivery of ADA Paratransit/Demand Response Transit Services and thereby authorizing the City Manager to execute the attached agreement thereof.

Prior Council Action

The original agreement was approved by the City Council in 2017. Each year has been approved by the City Council.

Background

A. ADA Paratransit/Demand Response is a curb-to-curb public transit service for qualifying individuals that otherwise may not be able to utilize traditional fixed route services, due to an inability to navigate the fixed route system.

B. ADA Paratransit/Demand Response services are traditionally the costliest type of transit service to provide, with the actual cost to deliver the service in the $20+ per trip price range.

C. Harris County manages a subsidized taxi service for Dial-A-Ride services, including qualification of participating taxi services to ensure compliance with federal and state transit funding requirements.

Fiscal Impact Report

- **Funding Source.** FTA 5307/TxDOT 5310 (Elderly & Disabled) and 20% Local Share (General Fund, TDC's credits and/or other matching funds).

- **Total Cost.** $400,000 estimated

Alternatives

A. The City Council approves the Interlocal Agreement.

1. Cost - Savings, up to 25%+ per trip are estimated based on previous years expenses.
2. Timing - As soon as possible.
3. Divisional Improvements - Reduces General Fund expenses associated with Island Transit's Dial-A-Ride services.

B. The City Council does not approve the Interlocal Agreement.

1. Cost - Dial-A-Ride Costs would continue to increase.
2. Timing - N/A
3. Divisional Improvements - None anticipated; Dial-A-Ride costs will continue to be an increasing cost to Island Transit's operating budget

Staff Recommendation

Consider the approval of a resolution supporting an Interlocal Agreement between the City of Galveston, Texas and Harris County (dba Harris County RIDES), in an amount of $400,000 which is funded by a FTA/TXDOT grant (80-20 match) in support of Subsidized Taxi Services for the

delivery of ADA Paratransit/Demand Response Transit Services and thereby authorizing the City Manager to execute the attached agreement thereof.

Attachments

PAIGE MCINNIS
Harris County Purchasing Agent

January 13, 2025

Via: joliver@galvestontx.gov
City of Galveston
823 Rosenberg
Galveston, TX 77550

Re: Contract No. 00001165 – RIDES Program for Non-Emergency Transportation Services for the Elderly, Disabled, or Low Income that have no Alternate Transportation for the Harris County Community Services Department

Dear James Oliver,

The referenced contract expires on May 24, 2025**. If your company agrees to renew this agreement under the same terms and conditions as the awarded contract,** please **notify** the Purchasing Department, by signing the bottom of this letter and emailing to me at gustavo.castillo@pur.hctx.net Renewal is subject to using department approval, the Tax Office review of any taxes owed to Harris County and approval by Commissioners Court.

Please contact me if you have any questions at the email noted above.

Gustavo Castillo
Buyer – IT Division

GC

City of Galveston agrees to renew the agreement under the same terms and conditions as the awarded contract, for the term May 25, 2025 through May 24, 2026.

_____
Signature Date

_____
Print Name

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, EXTENDING THE INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR THE PROVISION OF SERVICES THROUGH THE "RIDES" PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Interlocal Cooperation Act, of Tex. Gov't Code Ann. §§ 791, the City of Galveston and Harris County are authorized to contract with each other, as eligible entities, to provide governmental functions and services; and,

WHEREAS, the City of Galveston has worked with Harris County to provide non-emergency alternate transportation services through the RIDES program; and,

WHEREAS, Island Transit wishes to continue this relationship and program with Harris County and to extend the current Interlocal Agreement, for the good of the citizens of Galveston; and,

WHEREAS, it in the public's interest to extend the previously executed Harris County RIDES program Interlocal Agreement, attached hereto as **Exhibit A**, and to allow the City Manager to execute the agreement as necessary; and,

WHEREAS, the cost for this year's program under the agreement is an amount not to exceed $400,000.00; and,

WHEREAS, the City Council deems it in the public's interest to extend the Interlocal Cooperation Agreement with Harris County to continue the RIDES program, in substantially the same form as attached hereto, **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves the extension of the Interlocal Agreement, in substantially the same form as **Exhibit A**, attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Manager is hereby authorized to execute the Interlocal Cooperation Agreement between the City of Galveston and Harris County in substantially the same form as attached hereto, upon final approval by the City Attorney.

SECTION 4. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
XOCHITL VANDIVER-GASKIN
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
Of the City of Galveston

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date January 10, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: N/A

Project: Resolution - TXDOT / Special Events

Request: Consider for the approval of a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closures of state right of ways for each event along with all other necessary documents.

Prior Council Action
Resolution is brought before the city council at the beginning of each calendar year.

Background

A. The Texas Department of Transportation is now requiring local governments to approve a resolution allowing major road closures on any TX-DOT roadways for special events.

B. The city will have to enter into an agreement contract with TX-DOT after the approval of the resolution.

C. The agreement will include the contract and attached exhibits which would be comprised of traffic plans and other materials as requested.

Fiscal Impact Report

Tourism is part of the economic engine for the city of Galveston. Special Events play an important role in bringing visitors to the island, and in addition, return visits.

Alternatives

A. City Council approves.

1. Cost - None
2. Timing - N/A
3. Divisional Improvements - Will allow special events utilizing TXDOT roadways to proceed.

B. City Council does not approve.

1. Cost - None
2. Timing - N/A
3. Divisional Improvements - Some special events will have to be re-routed or will not occur.

Staff Recommendation

Concur in Alternative A and approve a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closures of state right of ways for each event along with all other necessary documents.

Attachments

RESOLUTION NO. 25 -___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ESTABLISHING CERTAIN SPECIAL EVENTS IN THE CALENDAR YEAR 2025 AS SERVING PUBLIC PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE STANDARD FORM AGREEMENT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") FOR TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY FOR EACH EVENT ALONG WITH ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, throughout each year, various special events are held in the City of Galveston in which the need arises for temporary closure of right-of-way including those owned and operated by the State of Texas; and,

WHEREAS, the Texas Department of Transportation ("TxDOT") is the state entity that gives authorization for any temporary closure of a state right-of-way ("temporary closure"); and,

WHEREAS, TxDOT amended its procedures for obtaining approval for these temporary closures whereby the local governmental body must approve a resolution establishing the corresponding event as serving a public purpose prior to submission of an application for the temporary closure; and,

WHEREAS, TxDOT further requires that the municipality, rather than the event promoter, enter into an agreement for the temporary closure; and,

WHEREAS, the following special events are typically scheduled in the City of Galveston and would require temporary closure of the state right-of-way:

1) Martin Luther King (MLK) Parade;
2) Mardi Gras Galveston;
3) University of Texas Medical Branch (UTMB) Causeway FunD Run;
4) Ironman 70.3 Triathlon;
5) Toughest 10K;
6) Galveston County Daily News Press Run;
7) Bike Around the Bay; and
8) Our Lady of Guadalupe Procession; and,

WHEREAS, there may be additional City-approved special events held during the 2025 calendar year that will require closures of TxDOT roadways for which an agreement for temporary closure must be submitted to TxDOT; and,

WHEREAS, these special events promote the City of Galveston by drawing crowds of all ages for concerts, carnivals, food, parades, children's events, health initiatives, and other exhibits and programs; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to establish all City-approved special events as determined to occur for the calendar year 2025 as serving public purposes and to authorize the City Manager to execute the required TxDOT standard form agreement for the temporary closure of state right-of-way along with all other necessary documents for each event upon final approval by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby establishes the following special events which may be determined to be held in the City of Galveston, as serving public purposes and would require temporary closure of the state right-of-way:

1) Martin Luther King (MLK) Parade;
2) Mardi Gras Galveston;
3) University of Texas Medical Branch (UTMB) Causeway FunD Run;
4) Ironman 70.3 Triathlon;
5) Toughest 10K;
6) Galveston County Daily News Press Run;
7) Bike Around the Bay; and
8) Our Lady of Guadalupe Procession;

SECTION 3. The City Council further establishes all other City-approved special events in the calendar year 2025 that require closure of TxDOT roadways as serving public purposes.

SECTION 4. The Council further authorizes the City Manager to execute the required TxDOT standard form agreement for temporary closure of state right-of-way for each special event along with all other necessary documents upon final approval by the City Attorney.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 23rd day of January, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of January, 2025.

_____
Secretary for the City Council
of the City of Galveston

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - NOVEMBER 14, 2024

11/14/2024 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:01 a.m.

2. ROLL CALL

Present: Mayor Craig Brown, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins. Mayor Pro Tem Marie Robb arrived at 8:15 a.m.

3. DISCUSSION ITEMS

3.A. Park Board (Park Board Staff And Chairman - 1 Hour)

1. Discussion of Park Board Goals for 2024 - **Park Board CEO Kimberly Danesi presented an update on Park Board goals, including (1) tourism development - with focus on marketing historical, medical, sports, eco and heritage tourism, (2) coastal operations - maximization of Park revenues, (3) coastal projects - cleaning of San Luis Pass, and West End Seawall ramps, and (4) general fund - vacation rental data collection and enforcement, assisting City Council on ways to offset General Fund expenses and resident taxpayer burdens, and improvements in the Interlocal Contract. Discussion was held regarding the need to clarify a threshold for items needing Council approval in the interlocal agreement, approving all special projects during the budget approval process, and including the requirement of Council approval for the use of any reserve funds.**
2. Discussion of Special Projects For 2024-2025 And Associated Approval Process - **Kimberly Danesi presented Council with a listing of Special Projects for 2024-2025. A brief discussion was held regarding an RV park at Seawolf Park. Seawolf Park will be discussed at a future workshop. The Park Board will be seeking Council approval of Special Projects at the December meeting.**

City Council took a five minute break at 9:20 a.m.

3.B. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items (1 Hour)

Items 8A, 10A, 11D, 11H, 11K, 11L, 11W, 11Y, and 12A were clarified by Staff.

3.C. Discussion Of Findings From Recent Park Board Audit (G. Bulgherini - 15 Min)

City Auditor Glenn Bulgherini presented findings from the recent Park Board Audit. He reported that there were 74 P-Card and check disbursements identified by the City Auditor with a total dollar value of $11,019.29 between May 18, 2020, through April 23, 2024, that did not qualify as bona fide Beach Patrol purchases. The Park Board Chair's response letter to the audit is on today's agenda for Council acceptance. The City Auditor is working on an additional audit as the result of a possible conflict of interest in check writing in Beach Patrol at the Park Board, and will report back to Council on this audit in two months.

3.D. Discussion Of Short Term Rental Committee (B. Brown/D. Finklea - 20 Min)

CM Brown presented information on the draft Short Term Rental Committee ordinance. The ordinance will be on the December agenda for possible action, and appointments will be made at the January meeting. Discussion was held regarding makeup of the board as it relates to the number of citizen representatives per district, and the timeline for completion of the committee's purpose.

3.E. Discussion Of Potential Charter Review Changes And Associated Process (C. Brown - 30 Min)

Mayor Brown discussed with City Council a brief history of past charter amendments, timelines, deadlines, and costs for a May or November 2025 Charter Amendment Election. The Council discussed potential charter amendments, including: (1) Changing the terms for Council to two three-year terms instead of three two-year terms, and having staggered terms; (2) formalizing the Rosenberg Library agreement in the charter; (3) requiring 120 days of reserves; (3) a stipend for City Council; (4) changing from six Council districts to 4-2-1 (four districts, two at large districts, and one Mayor); and (5) privatization of trash.

CM Finklea stepped out of the Workshop at 10:00 a.m. and returned at 10:29 a.m.

3.F. Discussion Of Port Of Galveston Funding For The City's 2024 - 2025 Budget (A. Porretto/M. Robb - 15 Min)

City Council discussed a request for funding from the Port of Galveston to help address budget shortfalls for the 2024-2025 fiscal year. The City Council is considering asking the Port for a one-time contribution, and the possibility of a more permanent funding arrangement with the Port in the future. The Council will consider whether to formally request the funding from the Port at the December 12th meeting, and the Port is scheduled to discuss at their meeting on December 17th.

3.G. Update From Staff On The Status Of The Comprehensive Plan, And Discussion Of The Comprehensive Plan And Related Subjects (Robb/Porretto - 10 Min)

Development Services Director Tim Tietjens provided an update on the status of the Comprehensive Plan. The update discussed the status of the city's Comprehensive Plan and a related grant. The last update to the plan was in 2011, and the city has been preparing for the next update since then. In 2022, a grant of up to $300,000 was made available by the General Land Office (GLO) for cities in coastal areas to support comprehensive planning efforts. The city is waiting for final approval of the application which will likely occur in Spring 2025. A final plan will likely involve both a steering committee and public outreach. There was agreement on the need to avoid rushing into spending without confirmation of the grant, and the importance of clear communication about the process with the public. Staff will work on preparing the necessary steps and documentation ahead of the final grant approval.

3.H. Update From Ex Officios About Scheduled Joint Quarterly Meetings For 2025 (Porretto/Robb - 10 Min)

CM Brown reported that the Park Board would like to meet three times per year. Mayor Brown has an item on the November 26th Wharves Board agenda to discuss frequency of joint meetings of Council and the Wharves Board, and will bring back to Council in December.

4. EXECUTIVE SESSION

City Council convened into Executive Session at 12:51 p.m. and reconvened into Open Session at 1:54 p.m. No action was taken during Executive Session.

DRAFT

4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

5. PARK BOARD APPLICANT INTERVIEWS

City Council interviewed Park Board applicants Joseph Willis, Randall Kopfer, and Michelle Beckwith.

6. ADJOURNMENT

The workshop was adjourned at 1:54 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - NOVEMBER 14, 2024

11/14/2024 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

   With a quorum present, the meeting was called to order at 5:00 p.m.

2. ROLL CALL

   Present: Mayor Craig Brown, Mayor Pro Tem Marie Robb, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins.

   Absent: Council Member Sharon Lewis.

3. INVOCATION

   The Invocation was given by Deacon Jeff Willard - Port Chaplain, Galveston Seafarers Center, Archdiocese of Galveston-Houston.

4. PLEDGE OF ALLEGIANCE

   Mayor Brown led the Pledge of Allegiance to the American Flag and Texas Flag.

5. CONFLICTS OF INTEREST

   None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

   6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

   1. Expressions of thanks, gratitude, and condolences - Council Members wished everyone a Happy Thanksgiving.

   2. Information regarding holiday schedules

   3. Recognition of individuals
   a. National Adoption Day Proclamation - presented to Doren Glenn and Donna Fairweather by CM Brown.
   b. American Indian Month Proclamation - presented to Susan Polkin and Barbara Callier by CM Finklea.
   c. Josh Henderson, Galveston Island Humane Society - introduced dog of the month Drakoand advised he is up for adoption.

   4. Reminders regarding City Council events

   5. Reminders regarding community events

   6. Health and safety announcement

DRAFT

6.B. City Manager's Report - The Investment Report For Quarter Ended September 30, 2024 (C. Ludanyi)

Finance Director Csilla Ludanyi presented the Investment Report for Quarter Ended September 30, 2024.

7. COMMUNICATIONS AND PETITIONS

Claims: 24-082 - Eddie Chatman; 24-083 - Diane E. Smith; 24-084 - AT&T Services; 24-085 - Texas Gas Service; 24-086 - Jesus Alonso Garcia; 24-087 - William Henderson; 24-088 - Lisa Borsellino.

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, To Adopt The 2024 Water Conservation Plan Which Includes And Incorporates The City's Drought Contingency Plan. Texas Commission On Environmental Quality (TCEQ) And Texas Water Development Board (TWDB) Rules, Gives Specifications Of Water Conservation Goals, Improving The Efficiency In The Use Of Water, Increasing Recycling And Reuse Of Water, Improving The Efficiency Of Our Water Utility; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

Ordinance No. 24-067 was read by caption. Director Trino Pedraza provided staff comments. The public hearing was opened and closed with no comments from the public. Motion was made by CM Porretto, second by CM Rawlins, to approve the ordinance. Unanimously approve by those present.

9. PUBLIC COMMENT

Agenda Items: Rebecca Hughes, Kathleen DiNatali, Mayor Joe Jaworski, and Marjorie Fowler - Item 12A; Dr. Jackie Cole - Item 11D.

Non-Agenda Items: Chris Scarbrough complimented City Council, law enforcement, and Chief Balli.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Consider An Ordinance Of The City Of Galveston, Texas, Amending The FY 2025-2029 Capital Improvement Plan For The Fiscal Year Beginning October 1, 2024 An Ending September 30, 2025; And Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Ludanyi)

Ordinance No. 24-068 was read by caption. Motion was made by Mayor Brown, second by CM Finklea, to approve the ordinance. Unanimously approved by those present.

10.B. Consider For Approval An Ordinance Of The City Of Galveston Approving The 2024-2025 Annual Service Plan Update To The Service And Assessment Plan And Assessment Roll For Public Improvements For The Bayside At Waterman's Public Improvement District In Accordance With Chapter 372, Texas Local Government Code, As Amended; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Hay)

Ordinance No. 24-069 was read by caption. Motion was made by CM Brown, second by CM Porretto, to approve the ordinance. Unanimously approved by those present.

10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, Chapter 2, Administration, Article Iv., Division 4. Sister Cities Program Committee", To Amend The Composition Of The Board; To Amend Term Limits, And To Update, Clarify, And Make

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Corrections As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (N. De La Fuente)

Ordinance No. 24-070 was read by caption. Motion was made by Mayor Brown, second by MPT Robb, to approve the ordinance. Unanimously approved by those present.

11. CONSENT ITEMS - The Following Items Shall Be Considered For Action As A Whole, Unless One Or More Council Members Objects. The City Manager Is Authorized To Execute All Necessary Documents Upon Final Approval By The City Attorney.

Motion was made by MPT Robb, second by CM Rawlins, to approve Consent Items 11A through 11CC. Unanimously approved by those present.

11.A. Consider For Approval A Resolution Of The City Of Galveston Approving The Amended And Restated Interim Water Supply Agreement Between The City Of Galveston And The Gulf Coast Water Authority In Accordance With Chapter 791, Texas Government Code, As Amended; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (B. Cook)

Resolution No. 24-047

11.B. Consider For Approval A Resolution Of The City Of Galveston Approving The Municipal System Customer Contract Between The City Of Galveston And The Gulf Coast Water Authority In Accordance With Chapter 791, Texas Government Code, As Amended; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (B. Cook)

Resolution No. 24-048

11.C. Consider For Approval An Resolution Of The City Of Galveston Approving The Alta Loma Wellfield Operation And Maintenance Agreement Between The City Of Galveston And The Gulf Coast Water Authority In Accordance With Chapter 791, Texas Government Code, As Amended; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (B. Cook)

Resolution No. 24-049

11.D. Consider For Approval A Resolution Of The City Of Galveston, Texas, Adopting The City Of Galveston's 2025 State Legislative Agenda For The 89th Legislature; Providing For Findings Of Fact And Providing For An Effective Date. (S. Bakko)

Resolution No. 24-050

11.E. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Casting The City's 275 Votes For The Election Of The Galveston Central Appraisal District Board Of Directors; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Galveston Central Appraisal District Before December 15, 2024; Providing For Findings Of Fact And Providing For An Effective Date. (Brown)

Resolution No. 24-051

11.F. Consider For Approval The Reappointment Of Mr. Don Johnson To The Harris-Galveston Subsidence District. (Brown)

11.G. Consider For Approval The Park Boards Response To The City Auditor's Office SP2024-1-1 Park Board Patrol Pcard Audit (G. Bulgherini)

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11.H. Payment Of Shared Expenses Towards Maintenance Of The Old Galveston Causeway During FY2024 In Accordance With The "Agreement For Renovation And Future Maintenance Of Old Galveston Causeway (11/2002)" And The "First Amendment To Agreement (05/2010) To BNSF Railroad Company, Invoice No. 90273622, Dated 09/23/2024, In The Amount Of $77,971.21. (R Winiecke)

11.I. Consider For Approval The Granting Of A Utility Easement To CenterPoint Energy From The City Of Galveston For Implementing Improved Electric Facilities Located On Scholes Airport Property Adjacent To The Lake Madeline Channel; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Winiecke)

11.J. Consider For Approval The Purchase Of A Replacement Duperon Motor Gearbox For Main Wastewater Treatment Plant (WWPT) In The Amount Of $17,000.00 With Vision Equipment. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

11.K. Consider For Approval The Acceptance Of The BuyBoard Contract #730-24 From Southern Trenchless Solutions, For The Purchase Of Supercovers In The Amount Of $110,595.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

11.L. Consider For Approval Awarding The Annual Contract For The Purchase Of Street Materials (Bid 24-14) To Vulcan Construction Materials, LLC, Martin Asphalt Company, And Texas Materials Group, Inc. Dba Texas Materials. Authorizing City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

11.M. Consider For Approval Awarding A 1-Year Contract For The Purchase Of Water And Wastewater Treatment Chemicals (Bid 25-02) To PVS DX Inc, Polydyne Inc, And Univar Solutions USA LLC. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

11.N. Consider For Approval: Payment To The Texas Commission On Environment Quality For Annual Operating Permit Fees For The Water And Wastewater Divisions For The Fiscal Year. The Estimated Cost Is $176,227.15. (T Pedraza)

11.O. Consider For Approval The Purchase Of Four (4) Sets Of Personal Protective Equipment From NAFECO Through Buy Board (Contract #698-23) In The Amount Of $17,212.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Varela)

11.P. Consider For Approval The Purchase Of Twenty (20) Daniel Defense DD4 MK18 Rifles From GT Distributors (BUY BOARD CONTRACT# 698-23) For A Total Cost Of $32,740.00. (D. Balli)

11.Q. Consider For Approval To Receive 23 Ballistic Helmets With Visors For The SRG Team Valued At $16,400.00 From Adopt-A-Cop Entity. (D. Balli)

The Council thanked the Adopt-A-Cop Entity for their donation to Galveston Police Department.

11.R. Consider For Approval Purchases Of Police Equipment And Uniforms With Galls, Through The Buy Board Purchasing Cooperative 698-23 And 670-22. Estimated Cost For Products Are $150,000. (D. Balli)

11.S. Consider For Approval Purchases Of Police Equipment And Uniforms With GT, Through The Buy Board Purchasing Cooperative 698-23. Estimated Cost For Products Are $60,000. (D. Balli)

11.T. Consider For The Approval Allowing The Purchasing Of Parts And Services Utilizing The Sourcewell Cooperative Purchasing Contract With O'Reillys Auto Parts (Contract 032521) And Authorize The City

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Managers Staff To Execute The Agreement Upon Final Approval By The City Attorney. (D. Smith)

11.U. Consider For The Approval Of Island Transits Updated Version Of The FY 2025-2028 Disadvantaged Business Enterprise Policy And Goals As Required By The Federal Transit Administration (FTA) And Authorize The City Managers Staff To Execute The Policy Upon Final Approval By The City Attorney. (D. Smith)

11.V. Consider For The Approval Of The Awarding Of The Emergency And Post Storm Mobile Tire Repair Services Contracts To The Responding Bidders, Southern Tire As The Primary And MM Healy Tires DBA Steve's Warehouse Tires As The Secondary, Which Will Be Funded By The Garages Outside Vehicle Repairs Account. Post Storm Events Will Utilize This Service, Which Is Refundable By FEMA. (D. Smith)

11.W. Consider For Approval The Purchase And Installation Of New Fencing At The Historic Broadway Cemetery From Foster Fence, Utilizing Buyboard Contract #657-21, For A Total Cost Of $173,869.00. (B. Sanderson)

11.X. Consider For Approval The Acceptance Of A "Turf Mound" Donation, Valued At $12,000.00 From Galveston College. (B. Sanderson)

The Council thanked Galveston College for their donation to the City.

11.Y. Consider For Approval Repairs To The Brick Wall Surrounding The Historic Broadway Cemetery From Estructura, LLC, For A Total Cost Of $23,791.35. (B. Sanderson)

11.Z. Consider For Approval Repairs To Playground Equipment Damaged By Hurricane Beryl At Menard Park From Fun Abounds, Inc., Utilizing Buyboard Contract #679-22, For A Total Cost Of $32,303.04. (B. Sanderson)

11.AA. Consider For Approval Repairs To Playground Equipment Damaged By Hurricane Beryl At Crockett Park From Fun Abounds, Inc., Utilizing Buyboard Contract #679-22, For A Total Cost Of $29,319.00. (B. Sanderson)

11.BB. Consider For Approval Repairing Roof Damage Caused By Hurricane Beryl At The Press Box And Equipment Barn At Bernard Davis "Pony Colt" Stadium From John A. Walker Roofing, Inc., Utilizing COG-CON-24-225, For A Total Cost Of $21,292.00. (B. Sanderson)

11.CC. Consider For Approval Minutes Of The October 10, 2024 Special Meeting, And The October 24, 2024 Workshop And Regular Meeting. (J. Williams)

12. ACTION ITEMS

12.A. Resolution - Project Rosenberg

Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Expressing Its Support For The Efforts Of Local Community Groups In The Initiative They Have Identified As "Project Rosenberg" To Work With Galveston Independent School District (GISD) To Convey To The City Of Galveston The Grounds Of The Former Rosenberg School As A Greenspace Park, Expressing The Council's Willingness To Accept The Grounds Of The Former Rosenberg School As A Green Space Park At A Time And Under Conditions To Be Agreed Upon By The City And GISD, Further Expressing The Council's Support For The Not For Profit Organization Better Parks For Galveston To Be The Repository Of Donations Needed To Prepare The Property For Conveyance To The City, Directing Staff To Prepare A Memorandum Of Understanding Between The City, Galveston Independent School District And Better Parks For Galveston Reflecting The Provisions Of This Resolution As Soon As Practicable, Providing For Findings Of Fact And Providing For An Effective Date. (B. Brown/C. Brown)

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Motion was made by MPT Robb, second by CM Brown, approving Resolution No. 24-052. Unanimously approved by those present.

12.B. Consider A Motion Giving A Suggested Course Of Action Related To The Property At 4229 Sand Crab, Galveston, TX. (Legal)

Motion was made by Mayor Brown, seconded by MPT Robb that as to the structure at 4229 Sand Crab, Galveston, Texas, a notice be given to the property owner and mortgage holder stating the following: (1) the condition of the structure is a clear and present threat to the safety of the public, and repairs are required to be made; (2) the owner or their successor will be permitted to apply for the exemption provided under the City's Beach and Dune Protection Plan for the rehabilitation of the present structure by April 30, 2025; (3) that failure to apply for the exemption will be considered to be an abandonment of the property and for that failure to repair the structure by said date will result in the City filing suit to demolish the structure in the interest of public safety. Unanimously approved by those present.

12.C. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

Families, Children and Youth Board - **Motion was made by Mayor Brown, second by CM Finklea, to defer appointments to the January meeting. Unanimously approved by those present.**

Finance, Fiscal Affairs and Investment Committee - **Motion was made by CM Rawlins, second by MPT Robb, to appoint Robert Dagnon in the District 5 position. In favor: Robb, Porretto, Rawlins. In opposition: C. Brown, Finklea, B. Brown. Motion failed.**

13. RECEIVE AND FILE (Non-Action Items)

13.A. Receive And File: Section 2-73 Of The City Charter Requires That The Council Members Are To Be Informed Of Auction Sales That Exceed $1,000. This Staff Report Represents The Receiving And Filing Of All Auction Sales For The Fiscal Year 2023-24. (D. Smith)

13.B. Letter From Senator John Cornyn - Veterans Day

14. ADJOURNMENT

The meeting was adjourned at 6:13 p.m.

Janelle Williams, City Secretary

Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - DECEMBER 12, 2024

12/12/2024 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

   With a quorum present, the workshop was called to order at 9:00 a.m.

2. ROLL CALL

   Present: Mayor Craig Brown, Mayor Pro Tem Marie Robb, Council Member Sharon Lewis, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins.

3. DISCUSSION ITEMS

   3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items (1 Hour)

   Items 10B, 11A, 11C, 11G, 11K, 11O, 11P, 11Q, 11Z, and 11BB were clarified by Staff.

   3.B. Presentation And Receipt Of Agreed-Upon Procedures Report - Final Draft Regarding The Processes Of The Park Board Of Trustees, A Component Unit Of The City Of Galveston, For The Period Of October 1, 2019, Through March 31, 2024. (Ludanyi - 10 Min)

   Whitley Penn Auditor Patrick Simmons presented the Agreed-Upon Procedures Report to City Council. This item is on today's regular meeting agenda for receipt and action to submit to the Park Board.

   3.C. Discussion Of Potential Galveston Landmark Designation For 5302 Broadway (C. Gorman - 15 Min)

   Withdrawn.

   3.D. Discussion Of City Of Galveston Comprehensive Plan Update – Steering Committee Composition (P. Milburn - 20 Min)

   Executive Director Tim Tietjens provided Council with a Comprehensive Plan 101 presentation. Pete Milburn provided information on the formation of a Comprehensive Plan Committee. An action item creating a committee will be on the January City Council agenda.

   3.E. Discussion Of Pelican Island Bridge Advanced Funding Agreement And Memorandum Of Understanding For Bridge Participants (Brown - 30 Min)

   Discussion was held regarding the Pelican Island Bridge Advanced Funding Agreement (AFA) and Memorandum of Understanding (MOU) for the project participants, particularly focusing on the funding aspects and the City's responsibilities. The agreement involves the Texas Department of Transportation (TxDOT) and the Houston-Galveston Area Council (HGAC), with the City of Galveston being the local sponsor for the bridge project. There are some key issues to resolve around funding, land acquisition, and long-term costs. City officials are working closely with TxDOT and HGAC to ensure that the contract reflects the city's interests and minimizes potential future financial impacts. The Houston-Galveston Area Council is considering providing additional funding through federal earmarks or as a financial backstop.

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Their involvement will be discussed at their upcoming January or February meeting.

3.F. Discussion Of Charter Changes And Process (Brown - 30 Min)

Discussion was held regarding potential changes to Galveston's city charter, particularly concerning the structure of the City Council. Attorney Bob Heath, a redistricting expert, explained that Galveston has previously tried to adopt a 4-2-1 structure, but it was rejected by the Department of Justice (DOJ) due to concerns about racial fairness under Section 5 of the Voting Rights Act. He advised that while Section 5 no longer applies, the City could still face lawsuits under Section 2 if the new structure is seen as discriminatory. There was discussion about the demographics of Galveston, which could be key in any potential lawsuit. He advised the City must consider whether the changes would impact the ability of minority groups, particularly Hispanics and African Americans, to elect representatives of their choice. Factors like district compactness and the voting power of the minority population are important. The Council requested examples of municipalities with similar demographic compositions that have implemented a mixed system (e.g., 4-2-1 or similar). Bob Heath noted that there are mixed systems in Texas cities, such as Houston, which has worked well for African American voters but not as well for Hispanic voters due to a higher percentage of non-citizens among Hispanic populations. The next steps involve gathering more data, especially about other municipalities with similar systems, and evaluating the legal risks.

3.G. Discussion Of The STR Committee Ordinance (B. Brown/C. Brown - 20 Min)

The Council discussed the formation of a committee to address issues related to short-term rentals (STRs) and their impact on Galveston. The committee aims to ensure a balanced approach to managing short-term rentals in Galveston, taking into account both the interests of residents and the real estate industry. The next steps involve addressing the nuisance-related issues with STRs and considering appropriate regulations.

3.H. Discussion Of Status And Development Of Stewart Beach Park (B. Brown/C. Brown - 30 Min)

Discussion was held regarding the development and planning for Stewart Beach and East Beach. Key points include:

(1) Master Plan for Stewart Beach and East Beach; (2) Development of a Beach Patrol Facility; (3) Funding and Project Management; (4) Separation of Stewart and East Beach Development; (5) Parking and Hotel Development; and (6) Future Collaboration with the Park Board. The Council discussed moving forward with a focused master plan for Stewart Beach, prioritizing the Beach Patrol facility's immediate needs, and addressing parking and development in alignment with the community's goals for both beaches. The plans for Stewart Beach are seen as a more immediate priority, with East Beach following later.

3.I. Discussion Related To A Possible Request Of City Council To The Wharves Board For A Monetary Transfer From The Port To The City For Infrastructure Costs (Porretto/Robb - 15 Min)

The Council discussed a financial contribution from the Port to support the City's infrastructure, particularly to alleviate pressures on services impacted by the Port's growth, such as Police and road maintenance. The City is looking for a balance between immediate financial relief and long-term solutions, such as a recurring revenue agreement. The idea of a one-time payment, potentially tied to specific infrastructure needs like the 14th Street Drainage Pump Station, was discussed as a way to address current challenges. A joint meeting of City Council and the Wharves Board on January 9th will further explore these long-term options.

3.J. Discussion Of Wharves Board, Park Board And Planning Commission Joint Meetings For 2025 (Brown - 10 Min)

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The Council discussed joint meetings with the Park Board and Wharves Board for 2025. The joint meetings have been incorporated into the City Council meeting schedule for 2025 and is on today's regular meeting agenda for approval.

3.K. Discussion Of The Application Process For Juneteenth Event Funding (Lewis/C Brown - 10 Min)

CM Lewis reported that applications are now open for the upcoming Juneteenth event, with gratitude extended to the Park Board, Heather, and everyone involved in organizing. Everything is available online, and the event will feature fireworks to celebrate the 160th anniversary of Juneteenth.

3.L. Discussion And Update Of Neighborhoods Lighting In District 1 (Lewis/C Brown - 10 Min)

Pete Milburn provided an update on neighborhood lighting in District 1, specifically for the Cornerstone neighborhood. He reported that CenterPoint has received the necessary materials for installation, and the lights are scheduled to be installed sometime between February and March, weather permitting.

City Council took at 10 minute break at 12:49 p.m.

4. EXECUTIVE SESSION

The City Council convened into Executive Session at 12:59 p.m. and reconvened into Open Session at 1:15 p.m. No action was taken during Executive Session.

4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.A.1. RAC Industries V. City Of Galveston.

5. ADJOURNMENT

The workshop was adjourned at 2:22 p.m.

Janelle Williams, City Secretary

Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - DECEMBER 12, 2024

12/12/2024 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

   With a quorum present, the meeting was called to order at 5:00 p.m.

2. ROLL CALL

   Present: Mayor Craig Brown, Mayor Pro Tem Marie Robb, Council Member Sharon Lewis, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins.

3. INVOCATION

   The invocation was given by Rev. Dick Maddox of Central Christian Church (Disciples of Christ).

4. PLEDGE OF ALLEGIANCE

   Mayor Brown led the Pledge of Allegiance to the American Flag and Texas Flag.

5. CONFLICTS OF INTEREST

   None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

   6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

   1. Expressions of thanks, gratitude, and condolences - **Mayor Brown thanked musicians Austin Taylor and Ezra Kye for providing Christmas music before and during the Council meeting. Council Members wished citizens and City employees a Merry Christmas, Happy Holidays, and Happy Hanukkah. MPT Robb reminded everyone to shop local and support the Island businesses. Mayor Brown extended sympathies to the family of Jerry Mohn on the passing of his son. MPT Robb gave a shout out to David Miller. CM FInklea extended thoughts and prayers to the family of Maria Smith, a BOI who gained her wings at the rightful age of 100 years old.**

   2. Information regarding holiday schedules

   3. Recognition of individuals

   4. Reminders regarding City Council events

   5. Reminders regarding community events - **CM Brown provided information on the third annual Ghost Wolf Town Hall Meeting on January 11th. CM Lewis provided information on the Nia Cultural Center Awards Ceremony on December 28th. CM Rawlins reported that the Stewart Beach Pavilion has been demolished and Council is working on next steps to meet the needs of Beach Patrol and the community.**

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6. Health and safety announcement

6.B. City Manager's Report - Present Fiscal Year 2024 Budget Report For Fourth Quarter Ending September 30, 2024 (Ludanyi)

Finance Director Csilla Ludanyi presented the Fiscal Year 2024 Budget Report for Fourth Quarter Ending September 30, 2024.

7. COMMUNICATIONS AND PETITIONS

Claims: 24-082 - Eddie Chatman; 24-083 - Diane E. Smith; 24-084 - AT&T Services; 24-085 - Texas Gas Service; 24-086 - Jesus Alonso Garcia; 24-087 - William Henderson; 24-088 - Lisa Borsellino.

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 3111 Avenue L, As A "Galveston Landmark"

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 3111 Avenue L, As A "Galveston Landmark", Property Is Legally Described As Abstract 628 M.B. Menard Survey, Lot 1 Replat Of Lots 6 & 7, Block 31 Galveston (2023), In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 24P-039; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Ordinance No., 24-071 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened and closed with no comments from the public. Motion was made by CM Lewis, second by MPT Robb, to approve the landmark designation. Unanimously approved.

8.B. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Revoking, Terminating, Repealing Or Otherwise Cancelling A Specific Use Permit In Order To Operate A "Substance Abuse Facility" Within A Commercial (C) Base Zoning District, On Property Commonly Known As 11279 Stewart Road And Legally Described As The Northeast Part Of Lot 39 (39-1), Trimble And Lindsey Survey, Section 2, In The City And County Of Galveston, Texas, Declaring As Expired; Ordinance No. 20-063; Planning Case Number 24p-040; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (C. Gorman)

Ordinance No. 24-072 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened and closed with no comments from the public. Motion was made by MPT Robb, second by CM Rawlins, to approve the ordinance. Unanimously approved.

9. PUBLIC COMMENT

Agenda Items: Manual Moreno and Harry Nobse - Item 11T; Van Phillips - Item 11Z; Robert Dagnon - Finance Committee appointment.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Consider Adopting Ordinance 24-__ Amending Chapter 34, "Traffic", Section 34-110 "Parking Totally Prohibited" Of "The Code Of The City Of Galveston 1982", As Amended, By Adding The "South Side Of Barracuda Drive Between 6th Street & Holiday Drive"; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date; Authorizing The City Secretary To Execute All

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Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

Ordinance No. 24-073 was read by caption. Motion was made by MPT Robb, second by CM Finklea, to approve the ordinance. Unanimously approved.

10.B. Ordinance Creating The Short Term Rental Committee

Consider for approval an Ordinance Of The City Of Galveston, Texas, Creating A City Ad-Hoc Committee To Study Short Term Rentals In The City Of Galveston, Providing For A Number Of Voting And Non-Voting Members; Charging The Committee To Review Available Data To Determine The Issues And Problems Associated With Short Terms Rentals In The City Of Galveston, Determine What, If Any, Regulations Of Short Term Rentals May Be Appropriate, Determine Whether Imposition Of Additional Fees Would Be Appropriate, Providing For The Appointment Of Committee Members In The Month Of January 2025, Requiring A Report And Recommendations To Council Related To Monetary Issues, If Any, In May 2025 And A Report Of Other Recommendations, Within Twelve Months Of Its Creation, Providing For The Termination Of Such Committee Twelve Months After Its Creation Unless Extended By City Council; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date. (B. Brown/Finklea)

Ordinance No. 24-074 was read by caption. Motion was made by CM Brown, second by CM Lewis, to approve the ordinance with a 13 member board, by including the Galveston Association of Realtors. Unanimously approved.

10.C. Consider For Approval An Ordinance Of The City Of Council Of The City Of Galveston, Texas, Designating Its Meeting Days For The Year 2025; Designating Joint Meetings With The Park Board Of Trustees And The Board Of Trustees Of The Galveston Wharves; Reserving The Right Of Council To Schedule Additional Meetings As Needed; Providing For Findings Of Fact And Providing For An Effective Date. (Brown)

Ordinance No. 24-075 was read by caption. Motion was made by Mayor Brown, second by CM Porretto, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS - The Following Items Shall Be Considered For Action As A Whole, Unless One Or More Council Members Objects. The City Manager Is Authorized To Execute All Necessary Documents Upon Final Approval By The City Attorney.

Motion was made by Mayor Brown, second by CM Rawlins, to approve Consent Items 11A through 11DD, except Items 11B, 11L, 11T, and 11Z. Unanimously approved.

11.A. Consider For Approval A Letter Of Support To H-GAC For Additional Funding For The Pelican Island Bridge Replacement Project. (Brown)

11.B. Consideration Of The Receipt Of And Action To Submit To The Park Board, The Agreed-Upon Procedures Report - Final Draft Regarding The Processes Of The Park Board Of Trustees, A Component Unit Of The City Of Galveston, For The Period Of October 1, 2019, Through March 31, 2024. (Ludanyi)

11.C. Consider An Action Regarding An Adjustment To The Pirates Beach West Property Owners' Association Utility Billing Account For An Amount Not To Exceed $34,337. (C. Ludanyi)

11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving The Recommendation Of The Texas Attorney General For The Proposed Settlement Of Opioid Claims Made Against The Kroger Corporation, Authorizing The City Manager To Execute The Subdivision Participation Form Promulgated By The Office Of The Teas Attorney General Upon Approval Of The City Attorney; Making Various Finding Sand Provisions Related To The Subject And Providing For An Effective Date. (Legal)

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Resolution No. 24-055

11.E. Consider For Approval The Award Of RFP #25-02 City Of Galveston Health Plan Stop Loss Reinsurance To Blue Cross Blue Shield Of Texas, For The Period January 1, 2025 Through December 31, 2025 (B. West).

11.F. Consider For Approval Retaining Temporary Help From Robert Half International For Hurricane Beryl Clerical/Accounting Support In The Amount Of $15,000 And Authorize The City Manager To Sign All Documents Upon The Review And Approval Of The City Attorney. (T Wrobleski)

11.G. Consider For Approval Authorizing The Expenditure Of Industrial Development Corporation (IDC) Grant Funds To The Annual Contracts For The Purchase Of Pipes, Parts And Fittings (Bid 22-04) With Fortline Water Works, Accurate Utility Supply, Core & Main LP, Coborn Supply Company And Ferguson Enterprises. Authorizing City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (B Cook)

11.H. Consider For Approval The Purchase Of Ballast Cards For The UV Disinfection System At Main Wastewater Treatment Plant, In The Amount Of $21,133.75 From Veolia. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (B Cook)

11.I. Consider For Approval The Ratification For The Emergency Replacement Of Carbon Media For The Chlorine Scrubber System At 30th Street Pump Station, In The Amount Of $258,882.97 By Newman Regency Group. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (B Cook)

11.J. Consider For Approval The Payment Of Services For Water Quality Lab Testing For Wastewater Treatment Division's FY 25 Q1 Samples, In The Amount Of $19,118.00 By Eastex Environmental Labs Inc. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (B Cook)

11.K. Consider Adopting Resolution #24-__ Approving An Interlocal Agreement With The Wharves Board Of Trustees Of The City Of Galveston For The Construction Of New Traffic Signal Improvements At Harborside Drive And 16th And 33rd Street Intersections; Authorizing The City Manager To Execute And Implement The Agreement In Substantially The Same Form, Upon Final Approval Of The City Attorney; Providing For Findings Of Fact And Providing For An Effective Date. (R Winiecke)

11.L. Consider Approval Of A Contract With MC2 Civil, LLC For The Construction Of The South Shore Drainage Project (BID 24-10) Base Bid Work Items As Recommended By Staff In The Amount Of $67,934,881.75; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

Motion was made by CM Porretto, second by CM Rawlins, to approve Item 11L. The motion paased 6-0; MPT Robb abstained from voting.

11.M. Consider For Approval Accepting All Public Infrastructure Improvements For Beachside Village, Sections 7 & 8 For The Initial Two-Year Maintenance Period. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

11.N. Consider For Approval Of The Repairs By Heights Armature Works Who Was The Lowest Responsive Bidder For The Traction Motor On The Steel Wheel Trolley (501) For A Total Price Of $26,788.00. The Repair Work Is For Rebuilding Of The Traction Motor. (D. Smith)

11.O. Consider For The Approval Of A Resolution Of The City Council Approving An Updated Version Of The Island Transits Public Transportation Agency Safety Plan (PTASP) Which Is A Commitment From Management To Establish A Comprehensive Safety Plan To Provide A Safe And Secure Transit Rail Service And Authorize The City Manager To Execute The Document Upon Final Approval By The City

DRAFT

Attorney. (D. Smith)

Resolution No. 24-053

11.P. Consider For The Approval Of The Original Equipment Manufacturer (OEM) Auto Parts And Repair Service Contracts To RB Everett, Patterson Eq, Houston Freightliner And Robstown King Ranch, Who Were The Responding Bidders That Conformed To The Specifications In Bid #25-03 And Authorize The City Managers Staff To Execute The Contracts Upon Final Approval By The City Attorney. (D. Smith)

11.Q. Consider For The Approval Of The Awarding Of The Equipment Rental Contracts To United Rentals And H&E Equipment Who Were The Lowest Responsive Bidders That Conformed To The Specifications In Bid #25-04 And Authorize The City Managers Staff To Execute The Contracts Upon Final Approval By The City Attorney. (D. Smith)

11.R. Consider For The Approval Of A Three (3) Year Contract Renewal For Transportation Planning Software With Remix Technologies LLC. For A Total Of $58,500 And Authorize The City Managers Staff To Execute The Agreement Upon Final Approval By The City Attorney. (D. Smith)

11.S. Consider For The Approval Allowing The Purchasing Of Heavy-Duty Auto Parts And Services, Utilizing The Buy Board Cooperative Purchasing Contracts, With Heil Of Texas, ASCO, Metro Fire Apparatus, Siddons Martin, Rush Equipment And Kinlock For Fiscal Year 2024-25 And Authorize The City Managers Staff To Execute The Agreements Upon Final Approval By The City Attorney. (D. Smith)

11.T. Consider For Approval Naming The Baseball Field At Bernard Davis "Pony Colt" Stadium, "Frank Guisti Field", In Accordance With Sec. 26-31 Of Chapter 26 "Parks And Recreation" Of "The Code Of The City Of Galveston 1982, As Amended," Article II "Park And Recreation Board" And Sections Thereunder, As Recommended By The Parks And Recreation Advisory Board. (B. Sanderson)

Motion was made by CM Rawlins, second by MPT Robb, approving Item 11T. Unanimously approved.

11.U. Consider For Approval A Proposal From John A. Walker In The Amount Of $76,941.00 For Repairs Required To Replace Three Roofs At The Beach Pocket Park #2 Pavilion Due To Damage Sustained From Hurricane Beryl, Utilizing COG-CON-24-225, Authorizing The City Manager To Sign All Documents Upon The Review And Approval Of The City Attorney. (B. Sanderson)

11.V. Consider For Approval A Resolution And Interlocal Agreement Between The City Of Galveston And Galveston County For Repairs Needed Due To Damage Caused By Hurricane Beryl At Beach Pocket Parks 1 And 2. (B. Sanderson)

Resolution No. 24-054

11.W. Consider For Approval Authorizing Payments To Tyler Technologies For A Total Amount Of $61,343.29 For Software Maintenance Of The Court Case Management System Through The End Of Fiscal Year 2025. (H. Dean)

11.X. Consider For Approval The Purchase Of Staff Augmentation Services Through RobertHalf Utilizing HGAC Contract No. TS06-21 In The Amount Of $60,000. (H. Dean)

11.Y. Consider For Approval The Purchase Of A Replacement CCTV Video Security Solution For Various City Facilities, Purchasing The Equipment And Services Through The OMNIA Contract R220702 From Convergint For A Total Cost Of $464,012. (H. Dean)

11.Z. Consider For Approval Awarding Bid# 25-01 To R. Alden Marshall & Associates LLC. In The Contract Amount Of $181,065.00 For The Restoration Of The Texas Heroes And Sydney Sherman Monuments Authorizing The City Manager To Sign All Documents Upon The Review And Approval Of The City

DRAFT

Attorney. (C.Kenworthy)

Motion was made by CM Brown, second by CM Finklea, to defer Item 11Z to the January meeting, with the instructions that the projects are coordinated with our local and state historical associations, and including assessments for the Texas Heroes Monument, Sidney Sherman Monument, the World War I Monument, and the World War II Monument, and directing staff to verify ownership of the monuments and maintenance responsibility. In favor: C. Brown, Lewis, Finklea, B. Brown, and Robb. In opposition: Porretto and Rawlins. The motion carried.

11.AA. Consider For Approval, Accepting A Proposal From Crescent Electric In The Amount Of $61,354.24 To Replace (32) TXDOT Approved Roadway Light Fixtures From 61st And Broadway To The Tiki Island Side Of The Causeway And Repair The Electrical Feeder Wires In Two Light Poles Utilizing Contract CON-COG-CON 28-857 Authorizing The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (C.Kenworthy)

11.BB. Consider For Approval, Acceptance Of A Proposal From Crescent Electric In The Amount Of $510,500.00 To Provide And Install 175 Cyclone Illuminated Bollards On The Seawall Boulevard Beginning At 19th Street And Ending At 29th Street For The Seawall Illuminated Bollard Project Phase VI, Utilizing Contract CON-COG-CON 22-857 Authorizing The City Manager To Sign All Documents Upon The Review And Approval Of The City Attorney. (C.Kenworthy)

11.CC. Consider For Approval To Secure Vehicle Rental Services EAN Holdings (Enterprise Rental) Through State Of Texas Smart Buy Contract #975-C1 And Hertz Rental Through The State Of Texas Smart Buy Contract #975-C1. (D. Balli)

11.DD. Consider For Approval Allowing The City Manager To Execute The Agreed Upon Amendments Made To The Galveston Police Collective Bargaining Agreement (CBA) To Allow For The Lateral Entry Of Experience Police Officers Without Civil Service Testing Requirements Under Article 20 Of The CBA. (D. Balli)

12. ACTION ITEMS

12.A. Discuss And Consider Approval Of Park Board Capital Expenditures And Special Projects Requiring City Council Approval. (B. Brown/C. Brown)

Motion was made by CM Finklea, second by CM Lewis, to approve the Park Board Capital Expenditures and Special Project requiring City Council approval. Unanimously approved.

12.B. Consider A Motion Directing The City Manager To Contact The Port Of Galveston Related To A Transfer Of Funds From The Port To The City For Infrastructure Costs In An Amount As Determined By Council. (Porretto/Robb)

Motion was made by CM Porretto, second by CM Lewis, directing the City Manager to communicate to the CEO of the Galveston Wharves this request for a transfer of funds from the Port to the City in the amount of $1,000,000, or an amount the Wharves Board deems necessary, for infrastructure improvements or acquisitions to be undertaken the City which will also benefit the Port of Galveston, said funds to be transferred to the City during 2025 with the date of transfer to be mutually agreed upon. The motion passed 6-1; Mayor Brown voted against the motion.

12.C. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

Park Board of Trustees - Motion was made by MPT Robb, second by CM Rawlins, to appoint Michelle Beckwith. Unanimously approved.

DRAFT

Finance, Fiscal Affairs and Investment Committee - Motion was made by CM Rawlins, second by MPT Robb, to appoint Robert Dagnon. In favor: Robb, Porretto, Rawlins. In opposition: C. Brown, Lewis, B. Brown, and Finklea.

Landmark Commission - Motion was made by CM Lewis, second by Mayor Brown, to appoint Alyson Smith to the Alternate position. Unanimously approved.

Sister Cities Program Committee - Motion was made by MPT Robb, second by CM Lewis, to appoint Donna Williams, Sidney Tregre, Joe Cappadona, Sherry Rooks, Pam Williams, Patricia Bolton-Legg, and Eileen Donlon. Unanimously approved.

12.D. Discuss And Consider Appointments To The Houston-Galveston Area Council (H-GAC) Boards And Committees: (Brown)

General Assembly and Board of Directors - Motion was made by MPT Robb, second by Mayor Brown, to appoint MPT Robb as primary and Mayor Brown as the alternate. Unanimously approved.

Transportation Policy Council (TPC) - Motion was made by Mayor Brown, second by CM Lewis, to appoint MPT Robb as primary and CM Finklea as the alternate. Unanimously approved.

Transportation Advisory Committee (TAC) - Motion was made by Mayor Brown, second by CM Finklea, to appoint Robert Winiecke as primary and Brandon Cook as the alternate. Unanimously approved.

13. ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT

RESOLUTION NO. 25 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, RELATED TO THE DISPOSITION OF L.A. MORGAN SCHOOL; EXPRESSING SUPPORT FOR THE GALVESTON INDEPENDENT SCHOOL DISTRICT TRUSTEES TO CONSIDER ALTERNATIVE USE PLANS FOR THE L.A. MORGAN SCHOOL SITE, WHICH COULD INCLUDE A NATIONAL JUNETEENTH MUSEUM, AND/OR A COMMUNITY PARK; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Galveston Independent School District Trustees have closed L.A. Morgan School and have declared the land and improvements at the site to be surplus property to be disposed of by sale; and

WHEREAS, the L.A. Morgan School site holds historical and cultural significance for the community of Galveston; and

WHEREAS, the City Council recognizes the importance of utilizing this site to benefit current and future generations while honoring its historical legacy; and

WHEREAS, the City Council believes there are many alternative uses for the site which could include the development of a National Juneteenth Museum to celebrate and educate about the history and legacy of Juneteenth; a community park to provide accessible recreational opportunities and enhance community well-being; or other uses which could be developed through community input; and

WHEREAS, these potential uses align with the City of Galveston's goals for cultural preservation, economic growth, and environmental sustainability;

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the best interest of the City and its residents to support this Resolution as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council expresses its support of the concept that the Galveston Independent School District Trustees consider proposals from the community for any future use of the L.A. Morgan School property to allow development of the site to be a center of community involvement for future generations.

SECTION 3. The City Council encourages community organizations to present their thoughts on development of the L.A. Morgan site so they may be considered by the GISD Trustees as they make their decisions on the future of the property.

SECTION 4. The City Council affirms its commitment that the public should be a part of public decision making through hearings, forums, and other participatory opportunities, which are all part of the civic involvement all citizens should have available to them.

SECTION 5. The City Secretary shall send a certified copy of this Resolution to the GISD Trustees Board.

SECTION 6. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

JOHN CORNYN
TEXAS

United States Senate

WASHINGTON, DC 20510-4305

January 20, 2025

Dear Fellow Texans:

Today we celebrate Martin Luther King Jr. Day and honor the remarkable legacy of this civil rights leader who led a life defined by courage and compassion.

As a father, husband, reverend, and pillar of his community, Dr. King inspired hope and sparked change by advocating for a just and unified America, and his example continues to guide us today.

Dr. King's mission to establish respect and equality for everyone, regardless of the color of their skin, serves as an important reminder that our words and actions have a tremendous impact on those around us.

Honoring Dr. King's vision is a practice we can each choose to walk in by extending grace and understanding to those who may hold a different opinion from us. I will continue to heed Dr. King's message as I serve more than 31 million Texans in the United States Senate.

I encourage all Texans to honor Dr. King's legacy today and every day by remembering his immeasurable contributions to our nation's progress toward equality and justice for all.

May God bless you all, and may He continue to bless the great State of Texas.

Sincerely,

JOHN CORNYN
United States Senator

Gulf Coast Authority

910 Bay Area Boulevard • Houston, Texas 77058

Phone: 281.488.4115 • Fax: 281.488.3331 • www.gcatx.org

December 3, 2024

Mayor and City Council
City of Galveston
823 Rosenberg St
Galveston, Texas 77550

Notice of legislation relating to the authority of a development corporation created by the Gulf Coast Authority (previously known as the Gulf Coast Waste Disposal Authority) to finance certain projects; and

Notice of legislation relating to the meetings of the board of directors of the Gulf Coast Authority.

Dear Mayor and City Council,

Pursuant to Article XVI, Sections 59(d) and (e) of the Texas Constitution, attached please find two local bills intended to be filed in the Regular Session of the 88th Texas Legislature. The first bill authorizes a development corporation created by the Gulf Coast Authority (previously known as the Gulf Coast Waste Disposal Authority) to finance certain projects.

The second bill amends the Act creating the Gulf Coast Authority relating to meetings of the board of directors of the Gulf Coast Authority, and provides for board meetings by telephone conference call, videoconference or similar telecommunication method.

If you have any questions regarding this matter, please feel free to call me.

Sincerely,

Elizabeth Fazio Hale
General Manager

ATTACHMENTS: Proposed local bills

By: _____ ___.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the authority of a development corporation created by the Gulf Coast Authority to finance certain projects.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 3.01, Chapter 409, Acts of the 61st Legislature, Regular Session, 1969, is amended by amending Subsection (g) and adding Subsections (h), (i), (j), and (k) to read as follows:

(g) A development corporation created by the authority under Chapter 501, Local Government Code, may finance:

(1) projects described by Subchapter C, Chapter 501, Local Government Code, located inside or outside this state; [~~and~~]

(2) qualified improvements as defined by Section 399.002, Local Government Code, located inside or outside this state in the same manner and to the same extent as a municipality or county may do so under Chapter 399 of that code; and

(3) projects located inside or outside this state that acquire, construct, equip, renovate, improve, or refinance:

(A) educational and housing facilities in the same manner as a higher education facility authority under Chapter 53A, Education Code;

(B) health facilities in the same manner as a development corporation under Chapter 221, Health and Safety Code;

(C) the facilities or activities of an

organization that is exempt from the payment of federal income taxes under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501(c)(3) of that code;

(D) hotels, including convention center facilities or convention center complexes primarily used to host conventions and meetings; and

(E) storage infrastructure and related facilities for energy and alternative energy production or carbon capture.

(h) A project financed under Subsection (g) of this section is an authorized project under Subtitle C1, Title 12, Local Government Code, including Chapter 501 of that code.

(i) If a development corporation created by the authority issues a public security for an out-of-state project under Subsection (g) of this section, the development corporation shall submit to the attorney general:

(1) a resolution approving the public security; and

(2) a detailed description of the proposed project and financing for the project.

(j) Notwithstanding any other law, a public security issued under Subsection (g) of this section for a project located outside this state or a contract supporting the public security is not subject to the review and approval of the attorney general if the attorney general does not request in writing the submission of the record of proceedings relating to the authorization of the public security within 12 business days from the date of receipt by the attorney general of the information under Subsection (i) of this

section.

(k) Sections 501.203, 501.205, 501.251, 501.252, 501.253, 501.254, 501.255(a) and (b), 501.256, and 501.257, Local Government Code, do not apply to a development corporation created by the authority.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2025.

By: _____ _____.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to meetings of the board of directors of the Gulf Coast Authority.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 2.07, Chapter 409, Acts of the 61st Legislature, Regular Session, 1969, is amended by amending Subsection (a) and adding Subsections (d), (e), (f), (g), and (h) to read as follows:

(a) The board shall meet regularly as necessary [~~at least once each month, and may meet at any other time provided in its bylaws~~].

(d) Notwithstanding Chapter 551, Government Code, Chapter 49, Water Code, or any other law, the board may hold an open or closed meeting by telephone conference call, videoconference, or other similar telecommunication method. The board may use a telephone conference call, videoconference, or other similar telecommunication method for purposes of establishing a quorum, for voting, or for any other meeting purpose.

(e) A meeting held by telephone conference call, videoconference, or other similar telecommunication method is subject to the notice requirements applicable to other board meetings.

(f) The notice of a meeting to be held by telephone conference call, videoconference, or other similar

telecommunication method must include:

(1) a toll-free telephone number that members of the public may use to hear and, if applicable, speak at the meeting;

(2) free-of-charge access information for any audiovisual or audio-only feeds; and

(3) instructions for a member of the public to speak at the meeting from a remote location.

(g) If the board prepares an agenda packet or other materials that would have been distributed to members of the public at a face-to-face meeting, the board shall make the packet or other materials available electronically.

(h) A meeting held by telephone conference call, videoconference, or other similar telecommunication method shall be recorded. The recording shall be made available to the public. The board shall maintain a copy of the recording for at least one year after the date of the hearing.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2023.