
Live Stream at <https://www.burlesontx.com/watchlive>

City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

1. CALL TO ORDER

Invocation - Shevoyd Hamilton, Pastor, Straightway Christian Church

Pledge of Allegiance to the US Flag

Texas Pledge:

Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation recognizing April 16-April 22, 2023 as "National Volunteer Week" in the City of Burleson. *(Recipient: Parks and Recreation Department and Volunteers)*

- A Proclamation recognizing April 28, 2023 as "National Arbor Day" in the City of Burleson. *(Recipient: Parks and Recreation Department)*

B. Presentations

C. Community Interest Items

This is a standing item on the agenda of every regular meeting of the City Council. An "item of community interest" includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance. Items to be added to the Consent Agenda require an official vote by the City Council.

4. CITIZENS APPEARANCES

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned in to the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

5. **CONSENT AGENDA**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the minutes from the April 3, 2023 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of a professional services agreement with Plummer Associates, Inc. for the design of the 12-inch Willow Creek Water Line project in the amount of \$110,675.00. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*
- C. Consider approval of a resolution authorizing the reimbursement of R.A. Development, Ltd., for sewer design costs pursuant to CSO#1878-09-2021, an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$162,000. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works)*
- D. Consider approval of an interlocal agreement with the City of Waxahachie for cooperative purchasing between the cities that will allow among other cooperative purchases, utilization of an existing City of Burleson agreement with Hoots Lawn Care. *(Staff Contact: Justin Scharnhorst, Assistant to the City Manager)*
- E. Consider approval of a contract for the purchase of four outdoor warning sirens from Joe Goddard, LLC. through a cooperative purchasing agreement with the City of Denton in the amount not to exceed \$150,000. *(Staff Contact: Joe Laster, Emergency Operations Manager)*
- F. Consider approval of a resolution authorizing a change to the color of the flooring at Ellison on the Plaza. *(Staff Presenter: Eric Oscarson, Director of Public Works)*
- G. Consider approval of a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000. *(Staff Presenter - Eric Oscarson, Director of Public Works)*
- H. Consider approval of a resolution authorizing a \$5,000 sponsorship expense for the Hill College Boots & Suits Annual Student Scholarship Fundraiser. *(Staff Contact: DeAnna Phillips, Director of Community Services)*

- I. Consider approval of a contract with Metro Fire Apparatus Specialist, Inc. for the purchase of eighteen self-contained breathing apparatuses (SCBA) and applicable accessories through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$57,597. *(Staff Contact: K.T. Freeman, Fire Chief)*
- J. Consider approval of an amendment to CSO#002-04-2014, the communication's system agreement with Johnson County, setting the annual subscriber fee at \$18.52 per radio, per month, not to exceed an annual cost of \$69,783.36 effective October 1, 2022. *(Staff Contact: Joe Laster, Emergency Operations Manager)*

6. **GENERAL**

- A. Consider the use of eminent domain to condemn property and consider Resolution No. CSO#5066-04-2023 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of roadway and public utility improvements along Lakewood Drive to serve existing and new development in the City. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*
- B. Consider approval of a construction contract with Northstar Construction LLC for the construction of additional parking areas for Bailey Lake and Chisenhall Fields in the amount not to exceed \$1,792,594.23. *(Staff Presenter: Jen Basham, Parks and Recreation Director)*
- C. Consider approval of a resolution adopting an emergency medical and ambulance services billing policy. *(Staff Presenter: K.T. Freeman, Fire Chief)*
- D. Consider approval of an ordinance amending Chapter 14, "Businesses" of the Code of Ordinances of the City of Burleson, Texas (2005), as amended, by adding article XII, entitled "Registration of Short Term Rentals" and establishing general standards and a registration process for short-term rentals, establishing fees, and providing definitions. *(First Reading)(Staff Presenter: Tony McIlwain, Development Services Director)*
- E. Consider approval of an ordinance amending Ordinance CSO#3069-09-2022 the City's fee schedule by adding fees associated with the registration of short term rental properties; finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. *(First Reading) (Staff Presenter: Tony McIlwain, Development Services Director)*
- F. Consider approval of a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite (Computer-Aided Dispatch, Mobile Data System, Law Enforcement Records Management System) in the amount of \$2,612,275.73, including a five-percent contingency. *(Staff Presenter: Paul Bradley, Director of Public Safety Communications)*
- G. Consider approval of a five-year contract with AT&T for two Dedicated Ethernet Private Line (EPL) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$163,102.87 and authorize the City Manager upon acceptance and approval of the City Attorney to execute both subsequent agreements. *(Staff Contact: James Grommersch, Chief Technology Officer, IT)*
- H. Consider approval of a five year contract with Solid Border for the purchase of Firewall Licensing through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$162,979.63 *(Staff Contact: James Grommersch, Chief Technology Officer, IT)*

- I. Consider approval of a five-year contract with SHI International Corp for Cohesity Backup, and additional Artic Wolf Sensor through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$166,561.13 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)
- J. Consider approval of a five-year contract with CDW-G, LLC for the purchase of an Aruba Switch, Rack Environmental Sensor and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not exceed \$50,272.24 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)
- K. Consider approval of a five year contract with GTS Technology Solutions for Dell Servers, networking equipment, Microsoft licensing and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$897,049.57. (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)

7. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

8. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

-Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of roadway and public utility improvements along Lakewood Drive to serve existing and new development in the City and for other public purposes permitted by law.

-Exclusive franchise agreement for the collection, hauling, and disposal of municipal solid waste in the City of Burleson with Waste Connections Lone Star, Inc. dated June 1, 2019

-Article III "Solid Waste Collection" of Chapter 82 "Utilities" of the City of Burleson Code of Ordinances (2005)

Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code

-Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of roadway and public utility improvements along Lakewood Drive to serve existing and new development in the City.

Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

-Project Workforce

CERTIFICATE

I hereby certify that the above agenda was posted on the 12th of April 2023, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary

**ACCESSIBILITY STATEMENT**

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: April 17, 2023

SUBJECT:

Consider approval of the minutes from the April 3, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on April 3, 2023 for a regular council meeting.

OPTIONS:

- 1) Council may approve the minutes as presented or approve with amendments.

RECOMMENDATION:

Approve.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Name: Amanda Campos, TRMC
Title: City Secretary
Email: acampos@burlesontx.com
Phone: 817-426-9665

BURLESON CITY COUNCIL REGULAR MEETING

April 3, 2023
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Rick Green

Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Jimmy Stanford

Staff present

Bryan Langley, City Manager
Tommy Ludwig, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Allen Taylor, Jr., City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 4:01 p.m.

Invocation – Gloria Gillaspie, Pastor Emeritus, Open Door Church.

Pledge of Allegiance to the US Flag

Texas Pledge: *Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

2. REPORTS AND PRESENTATIONS

- A. **Receive a report, hold a discussion, and give staff direction on the preliminary financial overview of the general fund, the upcoming budget process and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. (Staff Presenter: John Butkus, Assistant Finance Director).**

John Butkus, Assistant Finance Director, presented the preliminary financial overview of the general fund and the upcoming budget process to council.

Adam Russell, 216 Castle Hill Drive, came forward to request special sessions for the budget.

- B. **Receive a report, hold a discussion and provide staff direction regarding the design of gateway signage. (Staff Presenter: Jen Basham, Director of Parks and Recreation).**

Jen Basham, Director of Parks and Recreation, presented the design of gateway signage to the council.

9. RECESS INTO EXECUTIVE SESSION - MOVED

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

- Real estate contract dated April 18, 2022 with Paul and Darlene Karmy to sell fee simple title to a tract of land in Johnson County, Texas, commonly known as 430 N Burleson Blvd for a sales price of \$900,000 and other good and valuable consideration
- Laws, rules, and requirements regarding operating and maintaining a cemetery

B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

- 6700 FM 1902 in Burleson, Johnson County, Texas

Motion was made by Victoria Johnson and seconded by Rick Green to convene into executive session. **Time: 4:50 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

Motion was made by Victoria Johnson and seconded by Tamara Payne to reconvene into open session. **Time: 5:09 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

3. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- Great Elementary Art Exhibit at the Brick.
- Great turnout for Bunny Daze last Saturday.
- Light Up the Night for Autism was held on Saturday to raise awareness.
- Great turnout at the Vietnam Veterans celebration last Saturday.
- National League of Cities Congressional Conference topics included: small town manufacturing to help revitalize cities, funding sources for equity standpoints, and connecting with other North Texas Council members to discuss and share ideas for best practices.
- Reminder April 6 is the final day to register to vote for the May 6, 2023 General Election. Please visit www.votetexas.gov to confirm you are registered to vote.
- Great turnout, at Trash Bash, Coyote Loop Clean up, and Bunny Daze – thank you to all the volunteers.

- Join us, Far Out Family Campout, April 29-30, 1 p.m. – 8 a.m., Bailey Lake Park.

4. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn

- None.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

- None.

5. **CITIZEN APPEARANCES**

- Charles Willis, 453 NW Charlyne Drive came forward with concerns of bulk trash in the community.

6. **CONSENT AGENDA**

A. Minutes from the March 20, 2023 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary).*

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

B. CSO#5057-04-2023, resolution approving and accepting a bid submission from Ambassador Services, LLC in response to ITB 2023-009 for janitorial services in the amount of \$284,342. *(Staff Contact: Eric Oscarson, Director of Public Works)*

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

C. CSO#5058-04-2023, resolution to enter into a multiple use agreement with the Texas Department of Transportation (TXDOT) for the installation of four Flock Automatic License Plater Readers within TXDOT right-of-way. *(Staff Contact: Billy J. Cordell, Chief of Police)*

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

D. CSO#5059-04-2023, Longitudinal Pipeline Agreement between Union Pacific Railroad Company and the City of Burleson for the use of railroad right-of-way to accommodate public drainage at mile post 236.9 on the Ft. Worth Subdivision at or near Burleson, Johnson County, Texas *(Staff Contact: Alex Philips, Economic Development Director)*

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- E. Settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan (CSO#5060-04-2023), CVS (CSO#5061-04-2023), Walgreens (CSO#5062-04-2023), and Walmart (CSO#5063-04-2023) and authorizing the City Manager to execute all necessary documents in connection with the same. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- F. CSO#5064-04-2023, minute order excusing council member Place 3 Jimmy Stanford's absence from the April 3, 2023 and April 17, 2023 council meetings. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

7. DEVELOPMENT APPLICATIONS

- A. CSO#5065-04-2023, Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Town Creek Parallel Interceptor project in the amount of \$2,318,936.31 (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Errick Thompson, Deputy Director of Public Works – Engineering, presented an agreement to the city council.

Motion made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 6-0, with Jimmy Stanford absent.

8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

9. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**

- Real estate contract dated April 18, 2022 with Paul and Darlene Karmy to sell fee simple title to a tract of land in Johnson County, Texas, commonly known as 430 N Burleson Blvd for a sales price of \$900,000 and other good and valuable consideration

- Laws, rules, and requirements regarding operating and maintaining a cemetery

B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

- 6700 FM 1902 in Burleson, Johnson County, Texas

No need for a second executive session.

ADJOURNMENT

Motion made by Dan McClendon and Rick Green to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 5:43 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: April 17, 2023

SUBJECT:

Consider approval of a professional services agreement with Plummer Associates, Inc. for the design of the 12-inch Willow Creek Water Line project in the amount of \$110,675.00. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

SUMMARY:

The scope of this contract is to design approximately 1,750 linear feet of 12-inch water line which will provide redundancy and increased fire flow protection to Mountain Valley Lake and Mountain Valley Heights residents in the upper pressure plane.

The project begins near Fairway Drive and connects to an existing line on St. Andrews Drive, crossing three properties, including the Mountain Valley Golf Course. Currently the Mountain Valley Lake Subdivision is only served by a 12-inch line within Club House Drive. Adding this segment creates a second feed to the subdivision which will provide redundancy and minimize customer disruption during repairs, while also providing additional fire flow protection to this area.

This project is included in the current Capital Improvement Plan, was recommended in the 2015 Water/Wastewater Masterplan and is funded by Water and Wastewater Bonds.

Construction is expected to begin in late 2023.

A scope and fee proposal from Plummer Associates, Inc. was received and negotiated, resulting in the proposed contract in the amount of \$110,675.00 for preparing design plans, specifications, survey, permitting, and construction administration services.

Total project is anticipated to cost \$965,592:

- Design \$161,236
 - Professional Services - \$110,675 (this item)
 - Design project management - \$8,961
 - ROW - \$41,600
- Construction \$804,357
 - Construction, Testing, and Advertising - \$777,382
 - Construction project management - \$26,975

OPTIONS:

- 1) Approve a professional services agreement with Plummer Associates, Inc. for the design of the 12-inch Willow Creek Water Line project in the amount of \$110,675.00.
- 2) Deny a professional services agreement with Plummer Associates, Inc. for the design of the 12-inch Willow Creek Water Line project in the amount of \$110,675.00.

RECOMMENDATION:

Approve a professional services agreement with Plummer Associates, Inc. for the design of the 12-inch Willow Creek Water Line project in the amount of \$110,675.00.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None for this item

FISCAL IMPACT:

Project #:	WA2302
Fund Name:	Water and Sewer Bond funds
Full Account #s:	5203101-62010
Amount:	\$110,675.00

STAFF CONTACT:

Errick Thompson
Deputy Director of Public Works - Engineering
ethompson@burlesontx.com
817-426-9610

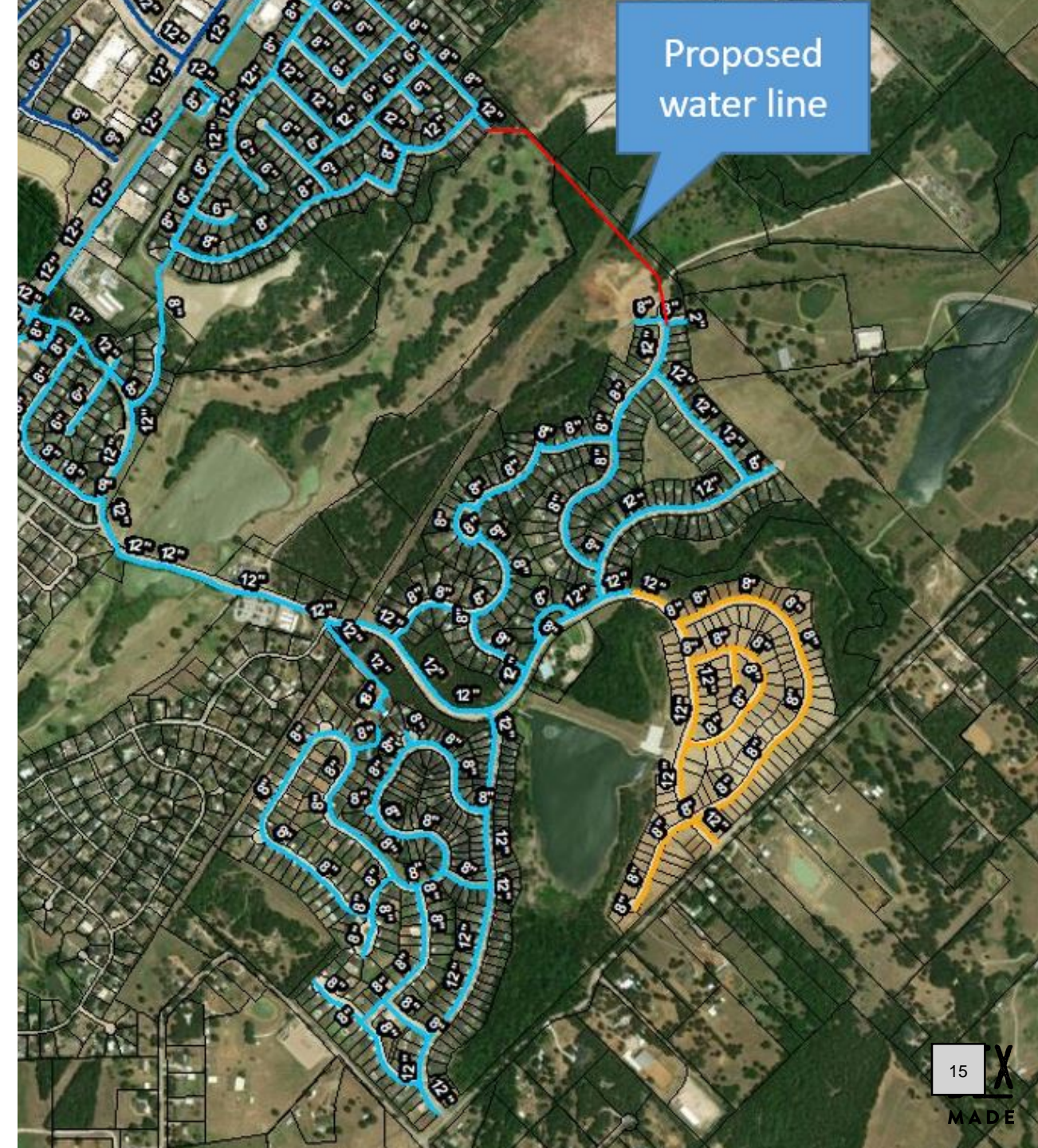
12-INCH WILLOW CREEK WATER LINE

Professional Services Agreement



PROJECT OVERVIEW

- **ENHANCES FIRE FLOW TO MOUNTAIN VALLEY LAKES SUBDIVISION**
- **CONNECTS WATER LINES OF TWO SUBDIVISIONS CREATING A LOOP THAT PROVIDES REDUNDANCY FOR BOTH**
- **RECOMMENDED IN WATER / WASTEWATER MASTERPLAN**
- **FUNDED IN CURRENT CAPITAL IMPROVEMENT PROGRAM**



SERVICES TO BE PROVIDED

A fee proposal has been negotiated with Plummer Associates, Inc. in the amount of \$110,675 and includes the following services:



DESIGN



**TOPOGRAPHIC
SURVEY**

(Spooner Associates)



**UTILITY
COORDINATION,
LOCATING, AND
PERMITTING**



**CONSTRUCTION
ADMINISTRATION**

COST DISTRIBUTION AND SCHEDULE

Project is within the current CIP plan and proposed contract is within the budget



DESIGN \$110,675

Spring 2023 - Fall 2023

Also includes - environmental documentation, easements, and project management



CONSTRUCTION \$804,357

Early 2024 - Fall 2024

Also includes - advertising, construction materials testing, and project management

OPTIONS

RECOMMENDED



APPROVE

Approve a professional services agreement with Plummer Associates, Inc. for the design of the 12-inch Willow Creek Water Line project in the amount of \$110,675.00.



DENY

Deny a professional services agreement with Plummer Associates, Inc. for the design of the 12-inch Willow Creek Water Line project in the amount of \$110,675.00.



PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **PLUMMER ASSOCIATES, INC.** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed **One Hundred Ten Thousand Six Hundred Seventy Five Dollars (\$110,675)** in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1 Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

4.4 Termination for Cause

A. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

1 Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 4.4.B if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. In addition to its termination rights in Paragraph 4.4.B, Consultant may terminate this Agreement for cause upon 7 days' written notice:

1. if City demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
2. if Consultant's services for the work detailed in the scope of services are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

C. Consultant will have no liability to City on account of any termination by Consultant for cause.

4.5 Termination for Convenience:

In addition to its termination rights in Paragraph 4.4, City may terminate this Agreement for convenience, effective upon Consultant's receipt of notice from Owner.

5. **DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. **RIGHT TO AUDIT.**

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. **INDEPENDENT CONTRACTOR.**

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and

subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF

ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

- (d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. **NON-DISCRIMINATION COVENANT.**

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. **NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of

the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Plummer Associates, Inc.
Attn: George Farah
1320 S. University Dr, Suite 300
Fort Worth, TX 76107

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. §

52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

INSERT NAME:

By: _____

By: George Farah

Name: _____

Name: George I Farah

Title: _____

Title: Principal

Date: _____

Date: 3/29/2023

APPROVED AS TO FORM:

By: _____

City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

Scope of Services

ATTACHMENT A SCOPE OF SERVICES

12-INCH WILLOW CREEK WATER LINE LOOPING – PRELIMINARY DESIGN, DETAILED DESIGN, AND CONSTRUCTION PHASE SERVICES

I. BACKGROUND

The City of Burleson, herein referenced as OWNER, requests and authorizes Plummer Associates, Inc. (ENGINEER) to perform BASIC ENGINEERING SERVICES for the 12-inch WILLOW CREEK WATER LINE LOOPING identified below.

This project includes the design of approximately 1,750 linear feet of a primary waterline (assumed to be approximately 12-inches in diameter, PVC with ductile iron fittings) from the OWNER's existing 12-inch water system in Fairway Drive to an existing 12-inch water system located in St. Andrews Drive. The project also includes a creek crossing and is expected to provide looping and increased fire flow protection.

The PROJECT will generally consist of Project Management and coordination, topographic survey, easement preparation, limited Geotechnical services, environmental review, a preliminary Engineering design (30% Design), Final Design (90%), and Construction Phase Services.

II. BASIC SERVICES

Basic Services provided by the ENGINEER shall generally be covered under the following activities:

- a. Activity A – Project Management
- b. Activity B – Project Coordination
- c. Activity C – Data Review
- d. Activity D – Engineering Memo and preliminary design (30% Design)
- e. Activity E – Data Collection
- f. Activity F – Detailed Design
- g. Activity G – Final Design
- h. Activity H - Construction Phase Services.
- i. Activity I –

Specific tasks for each activity are identified in the following sections.

ACTIVITY A – PROJECT MANAGEMENT

Task A.1 – Project Management

Provide project management for the above activities. Project management shall include maintaining communication and coordination with OWNER; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings and schedule updates; management of subconsultants; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

- a. ENGINEER will coordinate design efforts on project tasks identified below.
- b. ENGINEER will prepare a common monthly invoice for all services.
- c. Deliverables
 - Monthly Invoices

Task A.2 – Kickoff Meeting and Meeting Preparation (Virtual)

ENGINEER will prepare for and participate in one Virtual Project kick-off meeting for the PROJECT. At the kick-off meeting ENGINEER will confirm with the OWNER the scope of work, deliverables, schedule and administrative protocols.

- a. The purpose of the kickoff meeting will be to:
 - Develop communication procedures
 - Review the work to be completed and discuss OWNER preferences of design.
 - Review the project schedule, including identifying critical path tasks
 - Advise OWNER as to the necessity of OWNER providing or obtaining data or services from others.
 - Develop an Information Request Log and Action Item Log documenting meeting outcomes and OWNER requests.
- b. ENGINEER will prepare and distribute to the OWNER draft meeting notes for review. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER's and the ENGINEER's team in pdf format for record purposes.
- c. Deliverables:
 - Draft and Final Meeting Notes
 - Project Management Plan
 - Baseline Evaluation Schedule of Activities and Tasks

Task A.3 – Progress Meetings

ENGINEER will coordinate, prepare for, and conduct progress meetings to review progress with the OWNER and stakeholders. Meetings shall take place at the OWNER's office. Two (2) progress meetings are assumed based on the preliminary schedule. These meetings shall be in addition to the quality control meetings which will be held at the 30%, 90% milestones, the Kickoff Meeting and any meetings during the construction phase. Additional progress meetings shall be provided as an ADDITIONAL SERVICE.

- a. ENGINEER will prepare for and moderate each meeting.
- b. ENGINEER will prepare and distribute draft meeting notes to the OWNER for review. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER and any sub-consultants in pdf format for record purposes.
- c. Deliverables:
 - Agendas
 - Draft and Final Meeting Notes

ACTIVITY B – PROJECT COORDINATION

OWNER's staff shall coordinate with stakeholders along the proposed waterline alignments.

Task B.1 – Stakeholder Coordination

- a. ENGINEER shall coordinate with stakeholders encountered along the PROJECT. The ENGINEER will

coordinate and acquire permits as needed to construct the PROJECT. Anticipated permits are as follows:

1. USCEO
2. Development permit, if needed.
- b. ENGINEER shall provide stakeholders with relevant project information to facilitate any design work necessary within the PROJECT area.
- c. Deliverables:
 1. Final Meeting Notes from Meetings
 2. Permit Applications (as needed)

ACTIVITY C – DATA REVIEW

Task C.1 – Review and Verification of Existing Data

The OWNER shall provide the following information to the ENGINEER for review: existing geotechnical documents; existing environmental documents; record drawings from previous projects associated with the PROJECT; survey information; and utility information.

- a. ENGINEER will review the existing record drawings, environmental documents, collection system master plans, hydraulic models, and any other information provided by the OWNER.

ACTIVITY D – ENGINEERING MEMO AND ALIGNMENT STUDY (30% DESIGN)

Task D.1 – Archaeological Services

There is a low probability for prehistoric sites and historic farmstead(s) on or within the boundaries of the project site.

- a. ENGINEER will review of the proposed project corridor for compliance with the Texas Antiquities Law and Section 106 of the National Historic Preservation Act.
- b. ENGINEER will conduct the necessary field research based on the background information and prepare a report detailing the project location, physical features, identifying previously recorded surveys and newly recorded sites in the general location of the project area.
- c. ENGINEER will coordinate review of the report with the Texas State Historic Officer to discern if further studies are required.

Task D.1 – Potable Primary and Secondary Waterline Alignment Evaluation

The ENGINEER will meet with the OWNER and develop the primary and secondary waterline alignments. Alignments will be based on GIS data, record drawings, aerial imagery, parcel information, available topographic data, land use, archaeological data, utility atlas maps, and other publicly available data.

- a. Include design details to connect to and convey potable water from Fairway View Dr. to St. Andrews Dr.
- b. For each of the alignments, if necessary, identify potential easement access locations.
- c. Perform a desktop review including USGS topographic maps, National Wetland Inventory maps, National Hydrography Data (NHD) set, soil survey maps and available aerial imagery to identify potential environmental issues associated with the pipeline alignment alternatives.

- d. Section 404 of the Clean Water Act Permit coordination including threatened and endangered species review and cultural resources review.
- e. Evaluate ROW needs for the proposed alignments and develop GIS based figures illustrating the ROW requirements including permanent and temporary easements.
- f. Prepare AACE Class IV level cost estimate for alignment.
- g. Alignment of the proposed waterline is on the Mountain Valley Country Club Golf Course.

Task D.6 – Preliminary Engineering Memo

- a. The ENGINEER will prepare a Draft Engineering Memo for the PROJECT. The Memo shall include a summary of the waterline alignment; valve layouts; utility coordination; Preliminary ROW needs; AACE Class IV level opinion of probable construction costs; and conclusions and recommendations for detailed design.
- b. The ENGINEER will prepare one (1) pdf electronic copy of the draft Engineering Memo. Present the draft to the OWNER for comments. The ENGINEER will either have a virtual meeting with the OWNER or correspond via email and notes any comments on the memo. Comments will be tracked and incorporated into the Final Engineering Memo.
- c. Deliverables:
 - Preliminary Engineering Memo.

ACTIVITY E – DATA COLLECTION

Data Collection will not begin until the ENGINEER has received an approved alignment from the OWNER.

Task E.1 – Topographic Survey and Legal Descriptions

- a. Establish a minimum of two (2) control points for horizontal and vertical purposes in which 1 control point is derived from an OPUS solution of a GPS static session.
- b. Perform a profile survey of proposed alignments.
- c. Topographic Data:
 - ENGINEER will pull topographic/LiDAR data from 3Dep.
 - Check topo accuracies with profiled alignments.
- d. Utilities: "Texas 811" will be contacted at least 72 hours prior to survey and the locations as marked will be obtained.
 - ENGINEER will contact members listed on the ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided to ENGINEER by the Utility Owner.
 - Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- e. Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- f. Document Research
 - Research deeds, plats, and other documents from County Clerk's and Assessor office / websites or through an abstractor/title company

- g. Boundary Control Research
 - Research section lines and/or platted monuments to be able to sufficiently plot plats and any un-platted deeded properties.
- h. Plot properties, right-of-way, and easements (if applicable) along alignments
- i. Easement Exhibit Preparation
 - Prepare legal descriptions and easement exhibits for the anticipated three (3) parcels that will require it.
 - All easement boundaries will be provided in Civil 3D or AutoCAD Format referenced to the profile alignments completed by the ENGINEER.
- j. Deliverables
 - Civil 3D File and AutoCAD file of the above items
 - Easement Exhibits in PDF

Task E.2 – Geotechnical Engineering (Not in Contract)

ACTIVITY F – DETAILED DESIGN

Following the development of the recommended alignment in the Engineering Memo, the survey and geotechnical tasks will be given Notice to Proceed and detailed design services shall be provided for the PROJECT as follows:

Task F.1 – Design of the Waterline

- a. Prepare detailed plans, specifications, and contract documents for:
 - The design of approximately 1,750 linear feet of a 12-inch potable waterline including a trenchless creek crossing. The waterline will connect to the OWNER's existing water distribution system as shown in the Engineering Memo. The design will consist of plan and profile sheets at a 1-inch equals 20-foot scale unless deemed otherwise necessary by the ENGINEER to show greater detail. The alignment shall be based on the alignment detailed in the Engineering Memo. The design will include the necessary connection details.
- b. The ENGINEER will consult with the OWNER, public utilities, private utilities, the county, and other facilities that have an impact or influence on the project. The ENGINEER will coordinate and acquire permits required to cross existing utilities and easements as needed to construct the PROJECT. Permits may include, but are not limited to the following:
 - Private Utility Permits
 - USCOE
 - Johnson County
- c. ENGINEER will furnish PDF copies of the Plans, Specifications and an AACE Class 2 Opinion of Probable Construction Cost (OPCC) to the OWNER approximately 14 days prior to the Quality Control meeting. ENGINEER shall provide a written record of OWNER comments and the ENGINEER's responses for the Quality Control Meeting.
- d. Deliverables:
 - Plans, Specifications and Contract Documents
 - AACE Class 2 OPCC

Task F.2 – Final Design (90%) of the Waterline

- a. Incorporate OWNER design comments into the Plans, Specifications and OPCC.
- b. Prepare AACE Class I OPCC for the Project.
- c. ENGINEER will furnish PDF copies of the 90% Plans, Specifications and an AACE Class 1 Opinion of Probable Construction Cost (OPCC) to the OWNER approximately 14 days prior to the Quality Control meeting. ENGINEER shall provide a written record of OWNER comments and the ENGINEER's responses for the Quality Control Meeting.
- d. Deliverables:
 - 90% Plans, Specifications and Contract Documents
 - 90% AACE Class 1 OPCC

Task F.3 – Bid Documents (100%) of the Waterline

- e. Incorporate 90% OWNER design comments into the Plans, Specifications and OPCC.
- f. Prepare AACE Class I OPCC for the Project.
- g. The ENGINEER will utilize OWNER furnished Bidding and Contract Forms.
- h. ENGINEER will furnish PDF copies of the 100% Plans, Specifications and an AACE Class 1 Opinion of Probable Construction Cost (OPCC) to the OWNER . Engineer will provide a copy of signed and sealed drawings and specifications.
- i. Deliverables:
 - 100% Plans, Specifications and Contract Documents
 - 100% OPCC
 - Final contract documents for bid

ACTIVITY G – BID PHASE SERVICES (NOT INCLUDED)

ACTIVITY H – CONSTRUCTION PHASE SERVICES

The presence or duties of ENGINEER's personnel at a construction site does not make ENGINEER or its personnel in any way responsible for those duties that belong to the OWNER and/or Construction Contractor or other entities, and does not relieve the Construction Contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health or safety precautions required by such construction work.

1. ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except ENGINEER's own personnel.
2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to ENGINEER and OWNER a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in

the contract documents has been implemented and preserved. The ENGINEER neither guarantees the performance of the Construction Contractor nor assumes responsibility for Contractors' failure to perform their work in accordance with the contract documents.

3. The Engineer shall provide field and administrative services for one construction project totaling up to 12 months of construction. If the OWNER elects to divide the recommended improvements into separate construction projects the construction services for the additional projects shall be provided as an ADDITIONAL SERVICE.
4. Field activities identified below are limited to site visits and meetings attended by the project manager and design engineering support staff. Administrative activities include general contract administration, submittal review and record drawing preparation that typically occurs in the office of the ENGINEER.

Task H.1 –Field Activities

- a. Represent the OWNER in Non-Resident construction administration of the PROJECTS. In this capacity, the construction administration duties shall not place any responsibility on ENGINEER for the techniques, sequences, and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
- b. Provide Engineering surveys in AutoCAD format to establish benchmarks and reference points for construction, one time only.

Task H.2 –General Contract Administration and Submittal Review

- a. Conduct a Pre-Construction conference with the CONTRACTOR. Prepare and distribute meeting notes.
- b. Make one (1) Special Site Visits for specific contractor coordination or at the OWNER's request.
- c. Review up to six (6) shop drawings or laboratory or shop and mill test of material pursuant to the General Conditions of the Construction Contract. Review of submittals are included as Basic Services. Review of more than 6 submittals will be considered ADDITIONAL SERVICES and charged to the Contractor as part of the contract specifications. Incomplete submittals will not be reviewed.
- d. Interpret the intent of the plans and specification for the OWNER and CONTRACTOR, responding to Requests for Information. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an ADDITIONAL SERVICE. NOTE: Such studies conducted by the ENGINEER, if determined to be inadequate, due to incompleteness of ENGINEER prepared plans and specifications will be revised without additional compensation. Any defective designs, plans or specifications furnished by the ENGINEER shall be promptly corrected by the ENGINEER at no cost to the OWNER.
- e. Revise the construction drawings in accordance with the information furnished by Construction Contractor and the Resident Project Representative reflecting changes in the PROJECT made during construction. One set of reproducible prints of "Record Drawings" and PDF files shall be provided by the ENGINEER to the OWNER. Record Drawings shall be provided to the OWNER within 60 days of receipt of the as-built drawings from the CONTRACTOR.

III. ADDITIONAL SERVICES

Additional Services are those services not included in General Services that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

- a. Identification of tree species along alignment for tree survey if required by OWNER.
- b. Modifications to the design of improvements previously approved by the OWNER by acceptance without comment on conceptual, preliminary or detailed design progress submittals.
- c. Surveying beyond the scope of items included in Basic Services.
- d. Geotechnical Investigations beyond the scope of items included in Basic Services
- e. Easement acquisition assistance or aid in acquiring property in fee, including in house labor by the Engineer, subconsultant services or property appraisals.
- f. Hydraulic and Transient Modeling for the OWNER's system and the Project as it relates to the OWNER's system. It is understood that any necessary modeling will be performed by another firm. Hydraulic and Transient Modeling can be performed as an ADDITIONAL SERVICE.
- g. Archeological investigations not included in Basic or Special Services.
- h. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- i. Preparation of storm water permits or pollution protection plans (SWPPP).
- j. Section 404 of the Clean Water Act Permit Coordination
- k. ENGINEER will assist the OWNER in determining the impacts and regulatory permitting requirements as a result of the proposed project. A site investigation will be required to complete an aquatic resources delineation for the presence and potential impacts to waters of the U.S. regulated under Section 404 of the Clean Water Act. The purpose of the aquatic resources delineation is to identify and define limits of waters of the U.S. as defined in the U.S. Army Corps of Engineers (USACE) Regulatory Program Regulations, Section 33 CFR 328.2 that may be impacted by the proposed project and to quantify impacted area.
- l. ENGINEER shall perform the following activities:
 1. Obtain background data for task: Floodplain maps, National Wetland Inventory maps, U.S. Geological Survey maps, current and historical aerial photographs, soil data maps, and other readily available data
 2. Conduct an on-site investigation to visually assess the site and to delineate the limits of aquatic resources, including wetlands, within the proposed corridor pursuant to current USACE guidelines including delineation of identified aquatic resources with a hand-held GPS device.
 3. Prepare an Aquatic Resources Delineation Report (ARDR), including maps of the identified aquatic resources, to conform with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the Regional Supplement to the manual for the Great Plains Region.
 4. Provide with the ARDR an opinion of waters of the U.S. (jurisdictional waters) associated with the delineated aquatic resources.
 5. Identify and quantify impacts to waters of the U.S. including adjacent wetlands.

6. Prepare a USACE Pre-construction Notification (PCN) for verification of authorization under appropriate Nationwide Permit if potential impacts exceed thresholds that would require notification to the USACE.
 7. Coordinate permit review for authorization of the proposed project under Nationwide Permit 58 (Utility Line Activities for Water and Other Substances) with the USACE, Tulsa District, Regulatory staff.
 8. Bid Phase Services.
 9. Threatened and Endangered Species Review.
 10. ENGINEER will not assist the OWNER in determining the potential impacts with respect to federally listed threatened or endangered species and regulatory permitting requirements. ENGINEER will obtain background data and delineate the site in the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPAC) System, and review the state list of Threatened and Endangered (T&E) Species list for Tarrant and Johnson County, Texas. A pedestrian investigation required to complete a T&E species assessment to determine the presence of and/or the critical habitat necessary for any listed (T&E) species for Tarrant and Johnson County, Texas will be conducted during the on-site investigation to delineate the limits of aquatic resources within the project area.
 11. ENGINEER will prepare a letter report documenting the findings of the investigation for T&E species and/or designated critical habitat.
- m. Exhaustive or continuous on-site inspections by the Engineer to check quality or quantity of the work or material.
 - n. Preparation for and attendance at monthly construction progress meetings and/or monthly site visits during Construction Phase Services
 - o. Review and response to additional submittal packages and/or RFI's beyond those included in Basic or Special Services.
 - p. Review of Contractor's Monthly Pay Applications, final walk through site visit.
 - q. Observe factory witness manufacturing and testing of selected equipment.
 - r. Review of testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc.
 - s. Preparation of Field Orders and/or Change Orders.
 - t. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
 - u. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
 - v. Preparing environmental impact statements, storm water discharge permits, pre-application meetings with USACE staff and Section 404 and 408 permit applications except as specifically included in the Basic Engineering Services.
 - w. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.

- x. Payment of fees for permit applications and publication(s) of notices.
- y. Preparation of a Traffic Control Plan or Storm Water Pollution Prevention Plan
- z. Formal Consultation with the U.S. Fish and Wildlife Service for Threatened or Endangered Species (Section 7 consultation)
- aa. Preparation of additional documentation required for Tier II Section 401 CWA Water Quality Certification form
- aa. Design of other improvements not identified in Basic or Special Services or Services known to be required for completion of the PROJECT that the OWNER agrees are to be furnished by the ENGINEER or by a sub-consultant that cannot be defined sufficiently at this time to establish the maximum compensation.

IV. COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

No.	Description	Fee (LS)
1	Design Services (30, 90, 100%) Labor	\$ 71,720
2	Reimbursable	\$ 462
3	Topographic Survey	\$ 13,027
4	Easement Preparation	\$ 6,866
5	Environmental Review and Findings	\$ 4,380
6	Construction Services	\$ 14,220
Total		\$110,675

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

No budgetary allowance has established for Additional Services. Additional services must be authorized by amendment of the agreement.

V. SCHEDULE

Complete Design Services 6 Months
 Advertise, Construction 12 Months

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Plummer Associates, Inc.
FORT WORTH, TX United States

Certificate Number:
2023-1000164

Date Filed:
03/29/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

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.

1003-004-01
12-inch Willow Creek Water Line Loop

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Young, Chris	Fort Worth, TX United States	X	
	McDonald, Ellen	Fort Worth, TX United States	X	
	Gratz, Dean	White Bear Lake, MN United States	X	
	Davis, Alan	Fort Worth, TX United States	X	
	Coonan, Steve	Austin, TX United States	X	
	Caffey, Jeff	Fort Worth, TX United States	X	
	O'Brien, Patrick	Durango, CO United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Ellen McDonald, and my date of birth is September 25, ____.

My address is 1320 S. University Drive, Suite 300, Fort Worth, TX, 76107, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 29th day of March, 20 23.
(month) (year)

Ellen McDonald

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works

MEETING: April 17, 2023

SUBJECT:

Consider approval of a resolution authorizing the reimbursement of R.A. Development, Ltd., for sewer design costs pursuant to CSO#1878-09-2021, an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$162,000. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works)*

SUMMARY:

On September 20, 2021, the City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement). The Agreement is for the development of Chisholm Summit, a proposed master-planned community of approximately 823 acres on the west side of the City between Wilshire Blvd and the Chisholm Trail Parkway. There are several parties to this Agreement; however, R.A. Development, Ltd, will act as the Developer under the Agreement.

City staff has initiated discussions with the City of Fort Worth to incorporate approximately 130 acres of Fort Worth's extraterritorial jurisdiction (ETJ) located at the east corner of Chisholm Trail Parkway and FM 1902 into the City of Burleson's ETJ. A property owner in the Fort Worth ETJ has a pending petition for release from their ETJ. In addition, development proposed for the Hooper Business Park will generate more sewer flow than initially anticipated for the lift station.

The purpose of this resolution is to authorize reimbursement of funds, as per the terms of the executed 380 agreement, related to the modification of the design of the sanitary sewer lift station and force mains to accommodate the additional sewer flow. Water and sewer bonds will fund the reimbursement.

OPTIONS:

- 1) Approve a resolution authorizing the reimbursement of R.A. Development, Ltd., for sewer design costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$162,000.
- 2) Deny a resolution authorizing the reimbursement of R.A. Development, Ltd., for sewer design costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$162,000.

RECOMMENDATION:

Approve a resolution authorizing the reimbursement of R.A. Development, Ltd., for sewer design costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$162,000.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

September 20, 2021

- 4A Economic Development Corporation approved Resolution 4A09202021 authorizing the reimbursement of R.A. Development, Ltd. for roadway costs.
- City Council approved Resolution CSO#1878-09-2021 authorizing the reimbursement of R.A. Development, Ltd. for sewer design costs and ratified the 4A Economic Development Corporation's action on Resolution 4A09202021 authorizing the reimbursement of R.A. Development, Ltd. for roadway design costs.

FISCAL IMPACT:

Project Number: 22PW01

Budgeted Y/N: Y

Fund Name: Water / Sewer Bonds

Full Account #s:

Amount: \$162,000

STAFF CONTACT:

Errick Thompson

Deputy Director of Public Works

ethompson@burlesontx.com

817-426-9610



REIMBURSEMENT AGREEMENT

Burleson West Business Park Lift Station and Force Mains
April 17, 2023

KEY ELEMENTS OF DEVELOPMENT

CHISHOLM SUMMIT MASTER PLANNED COMMUNITY

- Approximately 915 acres
- 3,065 Residential Units

FUTURE BUSINESS PARK

- Approximately 92 acres
- Potential office / medical use
- Direct access to Chisholm Trail Parkway

CH. 380 ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

- Developer designs all public infrastructure
- City Council approves and reimburses developer for design
- Funding from combination of 4A funds and Water/Sewer Bonds



PROJECT UPDATE

- **SANITARY SEWER DESIGN REACHED APPROXIMATELY 85% COMPLETION BY THE END OF 2022**
- **RECENT DEVELOPMENT ACTIVITY AND MOMENTUM SUPPORT A LARGER LIFT STATION AND ASSOCIATED FORCE MAINS DUE TO**
 - More dense/intense development in Hooper Business Park moving forward generates larger sewer flows than initially anticipated
 - Progressing conversations with City of Fort Worth on adjacent 130 acres being relinquished from their ETJ - if developed, a portion of the 130 acres could be served by this lift station
 - Pending petition from an additional property owner in the Fort Worth ETJ to be released - if approved and developed, this might also result in additional flow



CONSIDERATIONS

- **UNKNOWNNS**

- Potential ETJ releases
- Additional proposed developments

- **POTENTIAL IMPACTS**

- Future expansion of lift station to accommodate additional flow can result in higher construction costs
- Force mains are planned within Lakewood Dr. - future expansion disrupts traffic and higher construction costs if force main sizes increase due to additional flow

NOW IS THE LEAST DISRUPTIVE AND COSTLY OPPORTUNITY TO CHANGE THE SIZE OF CORRESPONDING FORCE MAINS AND GRAVITY SEWER



REQUESTED ACTION AND SCHEDULE

- **SEEKING A RESOLUTION TO AUTHORIZE \$162,000 FOR SEWER DESIGN MODIFICATION**
- **SCHEDULE**
 - Design anticipated to be completed July 2023
 - Public construction bidding anticipated July/August 2023
 - Construction completion anticipated summer 2024

TO BE FUNDED BY WATER/SEWER BOND FUNDS



OPTIONS

RECOMMENDED



**APPROVE A RESOLUTION
AUTHORIZING THE
REIMBURSEMENT OF \$162,000**



**DENY A RESOLUTION
AUTHORIZING THE
REIMBURSEMENT OF \$162,000**



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING THE REIMBURSEMENT OF R.A. DEVELOPMENT FOR ADDITIONAL SEWER DESIGN COSTS PURSUANT TO AN EXISTING CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City, R.A. Development, Ltd. (“Developer”), the Burleson 4A Economic Development Corporation (“BEDC”), and other parties entered into that certain Chapter 380 and Economic Development and Performance Agreement for the development of Chisholm Summit and Hooper Business Park (CSO#1775-06-2021) (the “Agreement”); and

WHEREAS, the Agreement stipulates that the Developer shall retain a professional engineer to design certain sewer and roadway improvements; and

WHEREAS, the Agreement stipulates that the City shall reimburse Developer for the funds paid for the design of the sewer improvements and that the BEDC shall reimburse Developer for the funds paid for the design of the roadway improvements; and

WHEREAS, in 2021, the City Council approved Resolution No. CSO#1878-09-2021 authorizing a reimbursement to the Developer for sewer design costs pursuant to the Agreement; and

WHEREAS, the Developer has retained a professional engineer to design Phase Two and Phase Three of the Sewer Improvements as defined in the Agreement, such improvements chiefly being a lift station at FM 1902 and force main to CR 1016, extending the force main from CR 1016 to gravity sewer at CR 914A, and a second force main from CR 1016 to gravity sewer at CR 914A (the “Sewer Design Improvements”); and

WHEREAS, the City Council anticipates that the Hooper Business Park will have greater sewer flows that originally anticipated, which necessitates additional sewer design of the sanitary sewer lift station and force mains for the Sewer Design Improvements (the “Additional Sewer Design Work”); and

WHEREAS, the City Council and Developer desire that the engineering firm designing the Additional Design Work also design the Additional Sewer Design Work; and

WHEREAS, Developer estimates that the design cost for the Additional Sewer Design Work with the same engineering firm is \$162,000.00 (the “Estimated Cost”); and

WHEREAS, the City Council finds that reimbursing the Developer for the Estimated Cost

related to the Additional Sewer Design Work will further the purposes and findings set forth in the Agreement; and

WHEREAS, the City Council, after review, desires to approve the Estimated Cost for the Additional Sewer Design Work in accordance with the Agreement; and

WHEREAS, the City Council desires to authorize to the City Manager to review the actual receipts and invoices received from the Developer for costs actually incurred in the design of the Additional Sewer Design Work portion of the Sewer Design Improvements and to reimburse the Developer in accordance with the Agreement in an amount not to exceed the Estimated Cost for such improvements.

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

Section 1.

The City Council hereby approves the Estimated Cost for the Additional Sewer Design Work in accordance with the Agreement.

Section 2.

The City Manager is authorized to reimburse the Developer for costs actually incurred in the design of the Additional Sewer Design Work portion of the Sewer Design Improvements and to reimburse the Developer in accordance with the Agreement in an amount not to exceed the Estimated Cost of \$162,000.00. The reimbursement shall be paid in accordance with the Agreement.

Section 3.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 17th day of April 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Legal Department

FROM: Justin Scharnhorst, Assistant to the City Manager

MEETING: April 17, 2023

SUBJECT:

Consider approval of an interlocal agreement with the City of Waxahachie for cooperative purchasing between the cities that will allow among other cooperative purchases, utilization of an existing City of Burleson agreement with Hoots Lawn Care. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)

SUMMARY:

The purpose of this action is to request approval of an interlocal agreement with the City of Waxahachie to give staff another avenue to use resources through existing contracts, leveraging economies of scale to find the best value for goods and services for the City of Burleson. There is no cost associated with this agreement. This agreement simply allows the City to purchase equipment and services through pre-negotiated contracts with the City of Waxahachie and vice versa.

The City of Waxahachie is currently requesting the use of a contract the City of Burleson negotiated with Hoot's Lawn Care, LLC for Litter Services.

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Approve as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Justin Scharnhorst

Assistant to the City Manager

jscharnhorst@burlesontx.com

817-426-9646



Interlocal Agreement The City of Waxahachie, TX

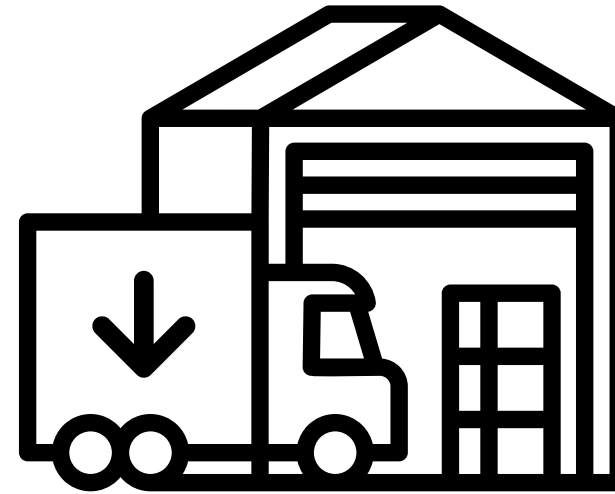
City Council Presentation

April 17, 2023

Interlocal Agreements



Cooperative agreements between two entities for the utilization of existing contracts to achieve a cost benefit.



Leverage economies of scale to achieve the best value available.



No cost associated with the use of these agreements.



Summary

The City of Waxahachie has approached the City of Burleson with a proposed Interlocal Agreement to utilize an existing contract with Hoot's Lawn Care, LLC for litter abatement.

Interlocal Agreements are mutually beneficial, and may be utilized for future purchases.

Staff recommends approval of an Interlocal Agreement with the City of Waxahachie.

Requested Action



Approve

Approve Interlocal
Agreement with the City of
Waxahachie



Deny

Deny Interlocal
Agreement with the City
of Waxahachie

Staff recommends approval

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 3rd day of April, 2023, by and between the CITY OF BURLESON, Texas (hereinafter called "CITY OF BURLESON"), and the CITY OF WAXAHACHIE, Texas (hereinafter called "WAXAHACHIE"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF BURLESON and WAXAHACHIE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF BURLESON and WAXAHACHIE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF BURLESON and WAXAHACHIE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF BURLESON and WAXAHACHIE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF BURLESON and WAXAHACHIE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF BURLESON and WAXAHACHIE agree as follows:

1. CITY OF BURLESON and WAXAHACHIE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. CITY OF BURLESON and WAXAHACHIE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF BURLESON and WAXAHACHIE shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on April 3, 2024, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year the agreement is approved and signed by the final party.

CITY OF BURLESON

By: Bryan Langley,
City Manager

CITY OF WAXAHACHIE



By: Michael Scott,
City Manager



STATE OF TEXAS §

COUNTY OF TARRANT §

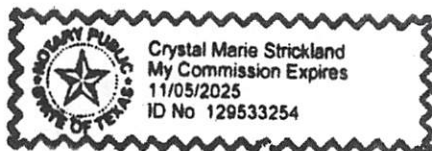
This instrument was acknowledged before me on the ____ day of _____, 2023, by Bryan Langley of the **CITY OF BURLESON, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.


Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on the 4th day of April, 2023, by Michael Scott, City Manager of the **CITY OF WAXAHACHIE, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.





Notary Public in and for the
State of Texas

City Council Regular Meeting

DEPARTMENT: Fire Department
FROM: Joe Laster, Emergency Operations Manager
MEETING: April 17, 2023

SUBJECT:

Consider approval of a contract for the purchase of four outdoor warning sirens from Joe Goddard, LLC. through a cooperative purchasing agreement with the City of Denton in the amount not to exceed \$150,000. (*Staff Contact: Joe Laster, Emergency Operations Manager*)

SUMMARY:

On January 9th, 2023 the Council approved an interlocal agreement with the City of Denton for a cooperative purchasing between the cities that will allow, among other cooperatives purchases, utilization of an existing City of Denton contract for the maintenance and equipment repair of the City of Burleson's current outdoor warning system.

The Burleson Office of Emergency Management is responsible for the purchase, replacement, maintenance, and overall lifecycle management of the City of Burleson's outdoor warning sirens.

The FEMA OWS Market Survey Report suggest sirens have a life-span of twenty years, with some reports stating OWS should be replaced every 10-15 years. Our current eleven sirens have surpassed both of these recommendation's. The outdoor warning sirens are a critical component of our emergency preparedness infrastructure, and it is essential they are reliable, effective, and up-to-date. Replacing the outdated outdoor warning sirens with modern, state-of-the-art technology would demonstrate a commitment to the safety and well-being of our community.

Limiting gaps in coverage and replacing the more severely outdated warning sirens, will be the target of this contract.

Denton ILA Pricing

Four New Sirens	\$36,364.09 (each) x 4= 145,456.36
-----------------	------------------------------------

OPTIONS:

- 1) Approve as presented

- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Approval of a contract for the purchase of four outdoor warning sirens with Joe Goddard LLC. In the amount not to exceed \$150,000.00.

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: Fire Dept. Budget- Machinery & Equipment
Full Account #'s 001-3012-422-74.02
Amount: \$150,000

STAFF CONTACT:

Joe Laster
Emergency Operations Manager
jlaster@burlesontx.com
817-455-1478



Outdoor Warning System

Updating our Outdoor Warning System

Current System

Gaps in Coverage

Range of Coverage Varies

20 + Year in Age

Two Points of Activation

Automatic Activation- Tornado Warning

New System

6,100 Ft Range of Coverage

Modern, Affordable

More Options for Activation

Automatic Activation- Tornado &
Severe Weather

Timeline

150K Currently in Budget for OWS

Denton ILA Approved by Burleson Jan. 2023

Denton ILA Approved by Denton February 2023

Plan of Action

REPLACE

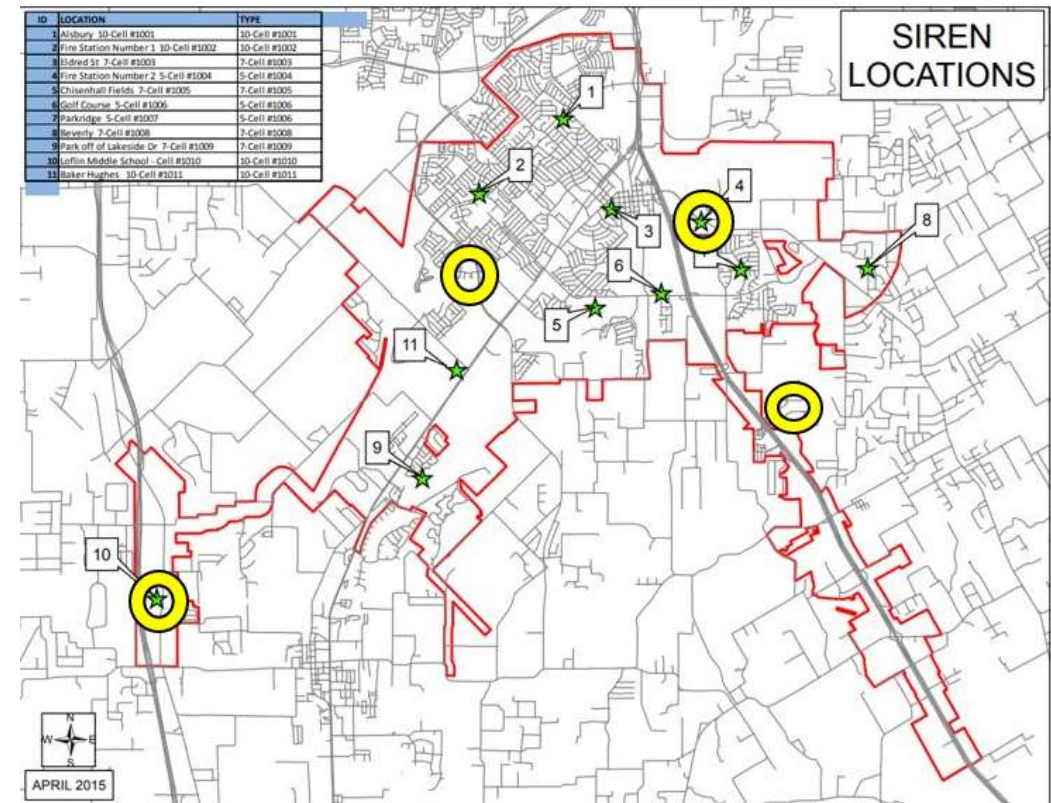
Siren #4- Old Fire Station 2

Siren #10- Caddo Elementary

NEW INSTALL

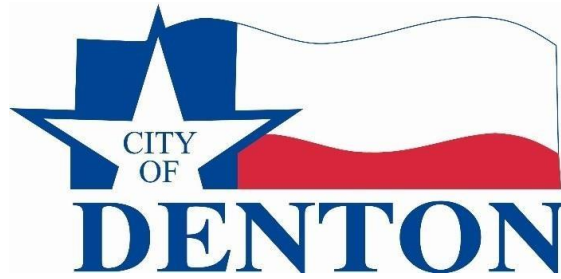
Burleson High School

North Texas Jellystone Park



Action Requested

Approve a contract for the purchase of four outdoor warning sirens from Joe Goddard LLC in the amount not to exceed 150,000,00.



Docusign City Council Transmittal Coversheet

RFP	7728
File Name	Outdoor Warning Sirens Maintenance and Repair
Purchasing Contact	Ginny Brummett
City Council Target Date	AUGUST 17, 2021
Piggy Back Option	Yes
Contract Expiration	AUGUST 17, 2026
Ordinance	21-1692

**CONTRACT BY AND BETWEEN
CITY OF DENTON, JOE GODDARD ENTERPRISES, LLC
(CONTRACT 7728)**

THIS CONTRACT is made and entered into this date 08/17/2021, by and between JOE GODDARD ENTERPRISES, LLC a Oklahoma limited liability company, whose address is 11950 THOUSAND OAKS DRIVE, EDMOND, OKLAHOMA 73034, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 7728-Outdoor Warning Sirens Maintenance and Repair, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's RFP 7728 (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

BY: Linda Goddard
AUTHORIZED SIGNATURE

Printed Name: Linda Goddard

Title: Owner

4058309057

PHONE NUMBER

office@goddardenterprises.net

EMAIL ADDRESS

2021-770225

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:
Kenneth Hedges
SIGNATURE PRINTED NAME

Fire Chief
TITLE

Fire
DEPARTMENT

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
5236DB296270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
BY: Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Marcella Lunn
4B070831B4AA438...

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$639,314. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Delivery Lead Time

Protective gear will need to be returned upon completion of service to the same station within 48 hours of pick up for annual cleaning and inspection services. For repairs or additional cleaning that may come up in the course of business, the City requires pick up, repair/cleaning, inspection, and return within 10 business days.

4. Contract Terms

The contract term will be three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated

eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit C

Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. EFFECTIVE DATE/TERM. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. SHIPMENT UNDER RESERVATION PROHIBITED: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. TITLE & RISK OF LOSS: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, Contract # 7728

disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within Contract # 7728

thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

Contract # 7728

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan

has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions

in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor

shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

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

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available Contract # 7728

for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. FRAUD: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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

31. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF

THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:
City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms,

conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

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

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

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with Contract # 7728

a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

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

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is

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supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

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

49. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted
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in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

52. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any Contract # 7728

discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

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59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor 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. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Contract # 7728

Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

☒ **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

☒ **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

☐ **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least \$500,000.00 combined bodily injury and property damage per occurrence with a \$1,000,000.00 aggregate.

☐ **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

☐ **Professional Liability Insurance**

Professional liability insurance with limits not less than \$1,000,000.00 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[] **Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

[] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

[] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1**□ Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities****A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit F

Line	Description	UOM	QTY	
1	Emergency Response	EA		
2	Annual Preventative Maintenance for the entire City of Denton's outdoor warning siren system. (includes 22 sirens, 3 Activation Control Points with Encoders and Radios)(Includes both cabinet and siren head maintenance.)	EA	1	\$16,750.00
3	Annual Preventative Maintenance Cost per each additional Outdoor Warning Siren site if added by the City of Denton.(Includes both cabinet and siren head maintenance.)	EA	1	\$600.00
4	Scheduled Repairs	EA		
5	Minimum site visit charge (This cost is per day. Example: If work exceeds one working day, the minimum site visit is charged for each day our crews are onsite. This only applies to scheduled repairs, not annual maintenance.)	EA	1	\$120.00
6	Technician labor with a regular bucket truck * * The expectation of the City of Denton is that all crews while working on a siren operate out of a bucket truck and not a ladder for safety reasons.	HR	1	\$95.00
7	Technician labor with a large bucket truck ** ** Large Bucket Truck MUST be capable of safely servicing the siren head on top of any pole in the City of Denton or it will be considered a regular bucket truck. It must also be rated and capable of removing any siren head in the City of Denton from the top of a pole to ground level.	HR	1	\$145.00
8	Any parts required will be charged at cost plus _____%	PERCENTAGE	1	20%
9	System Training	EA		
10	Hourly Rate	HR	1	No Charge
11	Remote System Monitoring for troubleshooting per month	MONTH	1	No Charge
12	Miscellaneous	EA		
13	Total Cost of a Communication Battery for individual replacement	EA	1	\$55.00
14	Total Cost to replace all the Siren Batteries in One (1) Siren	EA	1	\$500.00
15	Battery price if only 1 battery is showing low voltage in a siren. (Batteries provided by Goddard have a 1 year warranty. Any battery reporting low voltage within the first year will be warrantied at no cost to the city. (Labor and service rates still apply))	EA	1	\$125.00
16	AC Delco M24MF Battery	EA	1	\$125.00
17	Alternative battery being considered (AGM MK8A24DT)	EA	1	\$217.25
18	Estimated yearly expenditure for parts percentage discount off Mfg. list price	EA		10%
19	Total estimated turn-key cost to convert 1 siren from AC to Solar with DC back-Up. Cost Breakdown:	EA	1	\$2,250.00
20	Solar Panel ((Note: Two Solar panels are required for 48VDC siren)190 Watt 24VDC Solar Panel - Custom Panel for Goddard Solar Kit))	EA	1	\$365.00
21	Misc Parts (Misc Parts for Solar: 12/24/48VDC Regulator and Custom side of pole mounting kit)	EA	1	\$630.00
22	Hourly charge based on the # of hours on site (Note: Hourly rate is not charged when using the turnkey solar line item. Otherwise our standard 95/Hour rate will be charged.)	EA	1	\$95.00
23	Any additional miscellaneous items not listed above including but not limited to: Software, Hardware, Equipment, Labor, Encryption of Siren Communications. Cost plus plus percentage mark-up	Percentage	1	20%
			Total	\$22,112.25

Exhibit G

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. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.
Joe Goddard Enterprises LLC

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.
N/A

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor 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 vendor?

☐

Yes

☐

No

B. Is the vendor 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 one percent or more?

☐

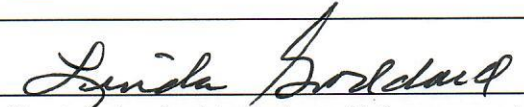
Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ I have no Conflict of Interest to disclose.

5 
Signature of vendor doing business with the governmental entity

10/23/2021
Date

Certificate Of Completion

Envelope Id: FA0CE737C8C042668DD7F42468A411E3

Status: Completed

Subject: 7728 Outdoor Warning Sirens Maintenance and Repair

Source Envelope:

Document Pages: 34

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 1

Ginny Brummett

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Ginny.Brummett@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Ginny Brummett

Location: DocuSign

7/23/2021 9:39:07 AM

Ginny.Brummett@cityofdenton.com

Signer Events

Ginny Brummett

ginny.brummett@cityofdenton.com

Buyer

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn

marcella.lunn@cityofdenton.com

Catherine Clifton, Interim City Attorney

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Linda Goddard

office@goddardenterprises.net

Owner

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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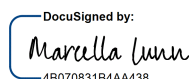
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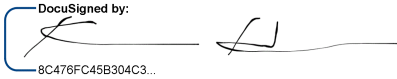
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Signed: 7/26/2021 2:21:02 PM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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ID: c44673bb-1d79-4446-b2c2-b79db309301d

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Contract Administrator
City of Denton
Security Level: Email, Account Authentication (None)


Completed

Using IP Address: 198.49.140.104

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign


Sara Hensley
sara.hensley@cityofdenton.com
Interim City Manager
City of Denton
Security Level: Email, Account Authentication (None)


DocuSigned by:
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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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Rosa Rios
rosa.rios@cityofdenton.com
City Secretary
Security Level: Email, Account Authentication (None)


DocuSigned by:
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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Contract Administrator
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/23/2021 10:17:51 AM

Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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Lindsey Garrison Lindsey.Garrison@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/18/2021 9:00:38 AM
Logan Shelts logan@goddardenterprises.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/18/2021 9:00:39 AM Viewed: 8/18/2021 9:14:59 AM
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Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (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 your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account 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 your DocuSign user account 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 Denton:

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: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

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 e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account 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

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



CONTRACT COVER PAGE

Department

Vendor Name

Contract Description

Contract Value

Price Increase Year
Over Year?

☐ Yes

☒ No

If Yes, Include the Increase Information
Below:

Contract Term Length

Contract Start Date

Contract End Date

Department Director/Manager (Signature)

DocuSigned by:

07D69E52D801410...

Printed Name

Date

Assistant to the City Manager (Signature)

DocuSigned by:

35D3D5E4E700457...

Printed Name

Date

Legal (Signature)

DocuSigned by:

FD28C2151675455...

Printed Name

Date

City Manager (Signature)*If applicable

Printed Name

Date

Complete and return form to contracts@burlesontx.com



Prepared for Burleson, Texas
To Joe Laster
Email jlaster@burlesontx.com
Prepared by Logan Shelts, Joe Goddard Enterprises
Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034
Phone 405-830-9057 Website www.goddardenterprises.net
Quote number 387 Date February 23, 2023 Valid until March 25, 2023

Burleson, Texas - 4 New Sirens Revised (EOY Funds)

Denton ILA Pricing

The terms and conditions of this quote will be governed by the interlocal agreement between Burleson and Denton, Contract #7728 Outdoor Warning Siren Maintenance and Service Denton, Texas.

Outdoor Warning Siren Equipment

2001-130 2001-130 High Powered Outdoor Siren

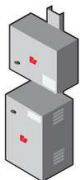
The Federal Signal 2001-130 siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.



8,525.00
x 4
34,100.00

DCFCTDBU Two Way Siren Controller

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified



7,730.00
x 4
30,920.00

RTU-Mechanical

CentrAlert RTU

CentrAlert Siren Logic Board

Interfaces Federal Signal sirens into CentrAlert system. Provides full status feedback of all siren parameters into CentrAlert control and monitoring system. AC, DC, Partial, Full, Rotor, and battery voltage.



1,970.00
x 4
7,880.00

KIT-24/48 PN: 270371

Solar Panel Kit

Solar Panel Side of Pole Mount Reinforced Manufactured. SunWise 195 Watt, 24V Solar Module, C1D2, Large J-box. VictronConnect Smart Solar MPPT regulator 12/24/48.



1,800.00
x 4
7,200.00

8A24DT

AGM Battery

- MK Battery 8A24DT Standard AGM Battery.
- Battery Type: Deep Cycle AGM
- Capacity at C/100: 91 Ah
- Average Life Span: Five (5) years.
- Warranty: 1 Year



270.00
x 16
4,320.00

Two-Way Antenna Kit

Laird Fiberglass antenna, permanent install. 35FT LMR400 coax, low loss. FM2 antenna mount bracket.



460.00
x 4
1,840.00

AMB-P

Antenna Mounting Bracket

Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.

130.00
x 4
520.00

(Per Quote) Steel Pole 50ft direct bury steel pole, Valmont brand, Federal Signal Siren configuration.	6,310.00 x 4 25,240.00
Labor & Services	
Install Standard Professional Install Goddard Enterprises crew for build out and installation of warning siren. <ul style="list-style-type: none">• Standard Installation of the siren• All heavy equipment provided by Goddard Enterprises• Provide onsite installation services for control stations• Conducting on-site site surveys & 811 locates preparing installation design plans• Complete turnkey installation of the outdoor warning system and all hardware.• All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises.	7,600.00 x 4 30,400.00
Shipping & Handling Shipping & Handling	3,036.36 x 1 3,036.36
Total	\$145,456.36

Terms & Conditions

The terms and conditions of this quote will be governed by the interlocal agreement between Burleson and Denton, Contract #7728 Outdoor Warning Siren Maintenance and Service Denton, Texas.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

Federal Signal Warranty 2022

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service.
This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service
This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.

MK Battery Warranty

MK Battery guarantees MK Battery/Deka GEL Batteries against defective materials and workmanship for a period of twenty four (24) months from the date of shipment. Any storage of this battery shall be at an ambient temperature of 77°F (25°C), or less, and in accordance with EPM's published installation and operating instructions.

- Warranty claims for full replacement must be made three (3) months from failure.
- This warranty is non-transferable.
- This warranty does not cover any physical damage due to nature or man, which stresses the battery beyond design, limits, and is void of manufacturing date codes are destroyed.
- Batteries should not be used in an application that exceeds 50% DOD (Depth of Discharge)
- Negligence, accident, abuse, misuses including improper jump-starting, or improper unsuitable or abnormal storage of the products.
- Improperly installed or applied batteries. Improperly charged (either under or over) batteries. Opening of batteries that are designed and intended in use as sealed products.
- Physical damage due to acts of nature or man, which stress products beyond design limits or other undesirable influences.
- Normal "wear and tear".
- Each battery must be operated and maintained in accordance with EPM's published instructions:

These batteries are designed for continuous float application. The charger must be able to sustain the system voltage within ± 1 % of the desired level at all times. The desired flat voltage varies with temperature according to the table below. The average battery voltage should never be allowed to go above 14.1 volts per battery at 77°F (25°C).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2023-995098

Date Filed:
03/16/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Joe Goddard Enterprises LLC
Edmond, OK United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Burleson, Texas

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.

7728
Sales and Services for Outdoor Warning & Mass Notification Systems

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Joe Goddard Enterprises LLC	Edmond , OK United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Linda Goddard, and my date of birth is 10/29/1943.

My address is 11950 Thousand Oaks Dr., Edmond, OK, 73084, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Logan County, State of Oklahoma on the 16 day of March, 2023.
(month) (year)

Linda Goddard

Signature of authorized agent of contracting business entity
(Declarant)

113

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: April 17, 2023

SUBJECT:

Consider approval of a resolution authorizing a change to the color of the flooring at Ellison on the Plaza. *(Staff Presenter: Eric Oscarson, Director of Public Works)*

SUMMARY:

The Burleson City Council authorized a contract with BTX Old Town, LLC on December 8, 2020 to construct 11,800 square feet of office space that the city will purchase. Pursuant to the executed contract, BTX will deliver a turnkey space, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware, and fixtures, excluding furniture, fixtures, and equipment (FFE), and IT. The design will commensurate with the finish out of the building located at 300 E. Renfro St.

On August 1, 2022, City Council approved a resolution regarding the selection of interior aesthetics. In March, city staff, the developer, and the interior design team met to review the finishes and verify the coordination of the finishes. It was determined that a different color vinyl flooring would better coordinate with the cabinetry. The action for today is for the council to amend the resolution for interior aesthetics as presented.

OPTIONS:

- 1) Example: Approve as presented
- 2) Example: Approve with changes
- 3) Example: Deny

RECOMMENDATION:

Approve as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

February 2, 2022

August 1, 2022

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Eric Oscarson
Title: Director of Public Works
eoscarson@burlesontx.com
817-426-9837



Ellison Street on the Plaza

April 17, 2023

BTX Old Town, LLC

- BTX Old Town, LLC, (BTX) is constructing 45,000 square feet of mixed-use space at 135 and 139 W Ellison.
- BTX is the Design-Builder for the 11,800 square feet of City office space.
- BTX, as the city's design-builder, is required to advise City on "proposed site use and improvements, selection of materials, and building systems and equipment."
- The scope of work for BTX is to deliver to City "turn-key ready, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware and fixtures, excluding FF&E and IT."
- The finish-out design in the contract as "commensurate with the finish out of the building located at 300 E. Renfro St."
- The contract provides for changes to the finish-out level through the change order process.

Background

- On August 1, 2022, staff presented a resolution to Council for the selection of flooring colors and materials for the new office space.
- In March 2023, staff met the developer and interior design team to review the color palette for the cabinets, cubicles, and flooring to verify the color scheme worked for the space.
- During the meeting, the design team determined that a different color vinyl flooring would better coordinate with the woodwork. The vinyl flooring is located in common areas and open spaces.

Interior Aesthetics – Floor Selection - Initial



Office Carpet



Bathroom / Breakroom Tile



Hallway Vinyl

Interior Aesthetics – Floor Selection - New



Office Carpet



Bathroom / Breakroom Tile



Hallway Vinyl

Design Team Recommendation

Revised Rendering with New Flooring



Staff Recommendation

- Approve a resolution authorizing a change to the color of the flooring at Ellison on the Plaza.

Questions / Discussion

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE UPDATED INTERIOR AESTHETICS AND FINISH OUT OF THE CITY OF BURLESON'S PORTION OF THE ELLISON STREET ON THE PLAZA FACILITY PROVIDED BY BTX OLD TOWN, LLC. BY AMENDING RESOLUTION CSO#3032-08-2022 AND ACCEPTING RENDURINGS ATTACHED HERETO.

WHEREAS, the City of Burleson, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council approved a Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, the Tax Increment Financing Reinvestment number two and BTX Old Town, LLC for a mixed use development located at 135 West Ellison and 114 West Ellison Street on December 8, 2020.

WHEREAS, the City Council approved a resolution authorizing the interior aesthetics on August 1, 2022.

WHEREAS, the City Council desires to approve the updated interior aesthetics and finish out of the City of Burleson's portion of the Ellison Street on the Plaza Facility as presented.

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

Section 1.

The City Council hereby approves the updated interior aesthetics and finish out of the City of Burleson's portion of the Ellison Street on the Plaza Facility as further described in Exhibit A. The City Manager is directed to approve the installation of the interior aesthetics and finish out of the Ellison Street on the Plaza Facility substantially similar to the interior aesthetics as described in Exhibit A.

Section 2.

Funding for these expenditures shall not exceed the approved funding under the existing Chapter 380 Economic Development and Performance Agreement.

Section 3.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 17th day of April 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A



Ellison Street on the Plaza

April 17, 2023



BTX Old Town, LLC

- BTX Old Town, LLC, (BTX) is constructing 45,000 square feet of mixed-use space at 135 and 139 W Ellison.
- BTX is the Design-Builder for the 11,800 square feet of City office space.
- BTX, as the city's design-builder, is required to advise City on "proposed site use and improvements, selection of materials, and building systems and equipment."
- The scope of work for BTX is to deliver to City "turn-key ready, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware and fixtures, excluding FF&E and IT."
- The finish-out design in the contract as "commensurate with the finish out of the building located at 300 E. Renfro St."
- The contract provides for changes to the finish-out level through the change order process.

Background

- On August 1, 2022, staff presented a resolution to Council for the selection of flooring colors and materials for the new office space.
- In March 2023, staff met the developer and interior design team to review the color palette for the cabinets, cubicles, and flooring to verify the color scheme worked for the space.
- During the meeting, the design team determined that a different color vinyl flooring would better coordinate with the woodwork. The vinyl flooring is located in common areas and open spaces.



Interior Aesthetics – Floor Selection - Initial



Office Carpet



Bathroom / Breakroom Tile



Hallway Vinyl



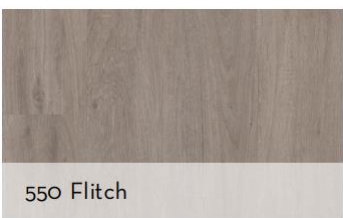
Interior Aesthetics – Floor Selection - New



Office Carpet



Bathroom / Breakroom Tile



Hallway Vinyl
Design Team Recommendation



Revised Rendering with New Flooring



Staff Recommendation

- Approve a resolution authorizing a change to the color of the flooring at Ellison on the Plaza.



Questions / Discussion



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: April 17, 2023

SUBJECT:

Consider approval of a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000. (*Staff Presenter - Eric Oscarson, Director of Public Works*)

SUMMARY:

The City of Burleson Service Center was constructed in 2003 on 24.1 acres of property. The property includes an administrative building, staging area, equipment storage, fleet maintenance garage, animal shelter, a parks maintenance building, and other ancillary structures. Employees from Public Works, Neighborhood Services, and Building Services work within these facilities.

The current drainage for the site is designed to overland flow across the property and discharge on to the neighboring land owner. With the continued growth and expansion of the site, additional drainage runoff has created a negative impact to the staging facility and adjacent structures. During moderate rain events, storm water enters and spreads through the staging facility. This is an issue due to the technology that is located in this facility, which includes the SCADA computers for operating the water and wastewater system, and IT servers that provide operational support for city functions.

City staff requested a proposal from MMA, inc. for design services, which includes boundary verification, topographical survey, and storm sewer design for the entire site. City staff has previously designed a storm water detention pond for the site, which will be incorporated into the design and bid documents.

Staff is recommending approval of a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000.

OPTIONS:

1. Approve a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000.
2. Deny a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000.

RECOMMENDATION:

Approve a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000.

FISCAL IMPACT:

Project Name:	Service Center Storm Sewer Improvement (DR2301)
Fund Name:	Streets and Drainage Bonds
Full Account #s:	
Amount:	\$50,000

STAFF CONTACT:

Eric Oscarson
Director of Public Works
eoscarson@burlesontx.com
817-426-9837

SERVICE CENTER STORM SEWER DESIGN

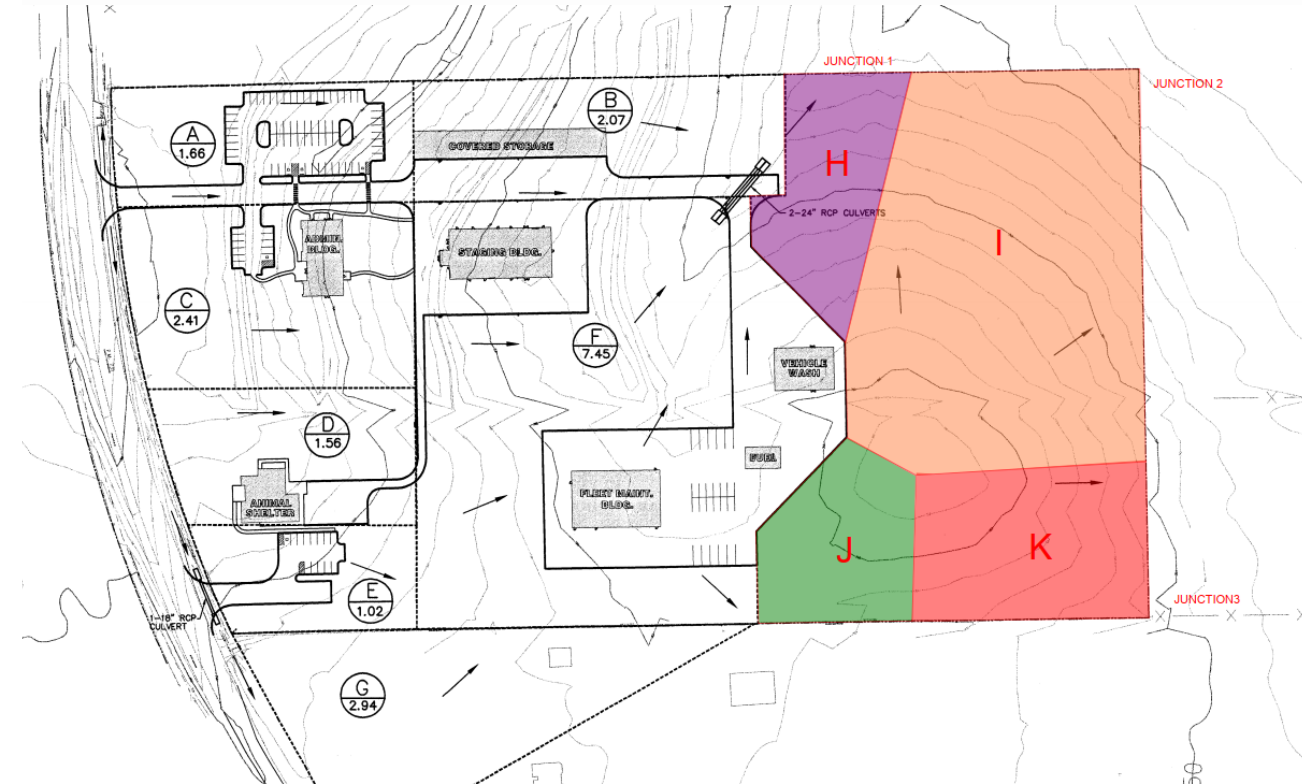
Professional Services Agreement



PROJECT BACKGROUND

OVERVIEW

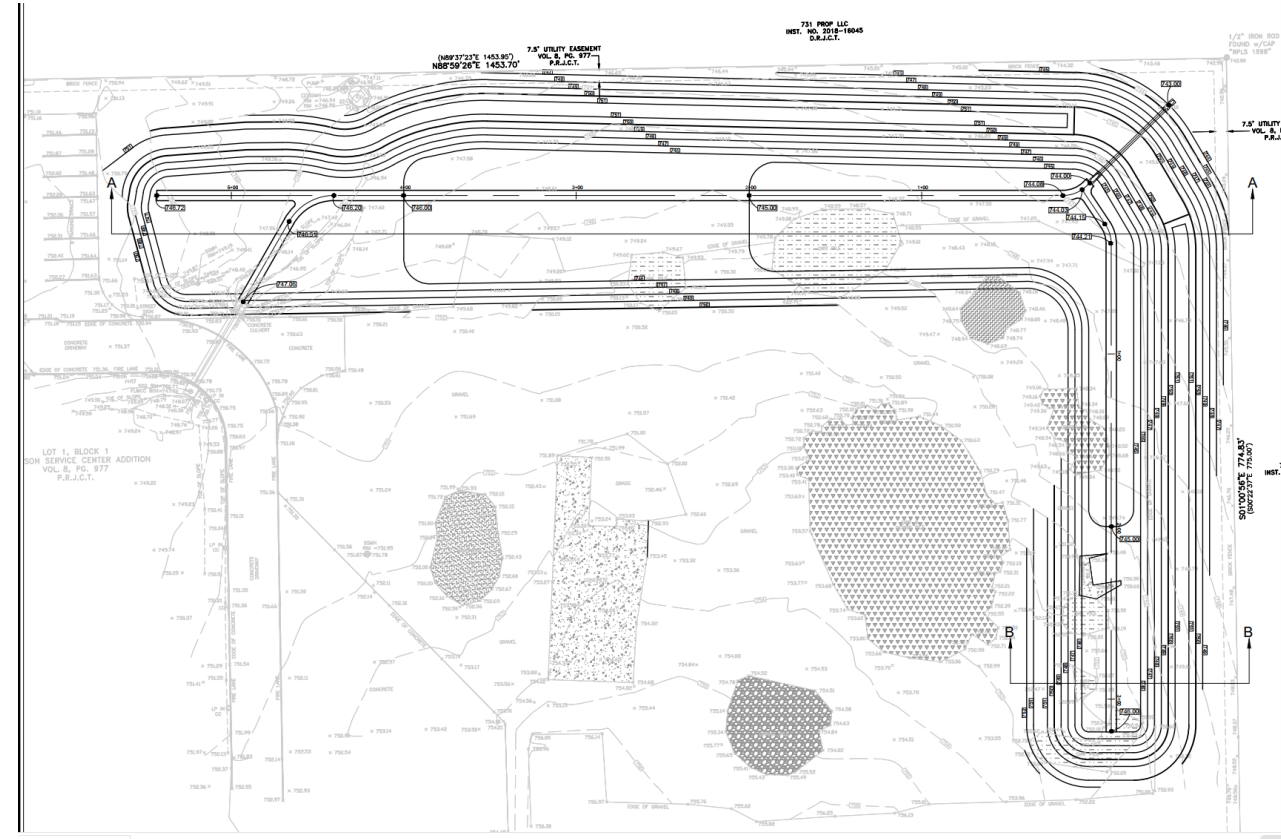
- Current Service Center is located on 24.1 acres of land.
- Includes building for administration, field staff, animal services, fleet, parks, and police storage
- When site was designed and constructed drainage improvements were minimal
- Several buildings see inundation during moderate rain events.



CURRENT DESIGN

DETENTION POND

- City Staff has completed an initial design of a detention pond that will be required as part of the drainage improvements, which may include an internal storm sewer system.
- This allowed for a minimal design contract for the remaining internal storm sewer system.



PROPOSED PROFESSIONAL SERVICES AGREEMENT

Mycoskie & Associates, Inc. (MMA) was selected to provide engineering design services at a negotiated fee of \$50,000



**TOPOGRAPHIC SURVEY AND
BOUNDARY IDENTIFICATION**



**FULL DESIGN AND CONSTRUCTION
ESTIMATE**



HYDRAULIC ANALYSIS

PROJECT COSTS AND SCHEDULE



DESIGN

Design: Spring 2023 - Summer 2023

\$50,000

Previous Street/Drainage Bonds

(This action)



CONSTRUCTION

Construction: 2024

Preliminary Estimate: \$1.25M

Future CIP

OPTIONS

RECOMMENDED



APPROVE

Approve of a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000.



DENY

Deny a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for storm sewer design services in the amount of \$50,000.



PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **MMA, INC.** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

City shall pay Consultant for the services described in Article 1 “Scope of Services” in accordance with the schedule of hourly rates set forth in **Attachment A** subject to the other terms and conditions of this Agreement. In the event of partial performance, the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason

Professional Services Agreement

Page 1

Updated 02/28/23

by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. **DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. **RIGHT TO AUDIT.**

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work

space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in **Attachment "A,"** and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of **Attachment "A"** the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR

ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the

assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

- (d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the

City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

mma, inc.
519 E. Border Street
Arlington, TX 76010

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure),

including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY STATUTORY PROVISIONS.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- v. By executing this Agreement, Consultant and each person signing on behalf of Consultant certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are

expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory. For these purposes, "electronic transmission" means electronically scanned or signed and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign or DocuSign.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

MMA, INC.

By: _____

By: Bobby Gaddis

Name: _____

Name: Bobby Gaddis

Title: _____

Title: Principal

Date: _____

Date: 4/10/2023

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

Attachment A

519 E. Border Street
Arlington, Texas ,76010
O: 817-469-1671
Fx: 817-274-8757

March 21, 2023

City of Burleson
Public Works Department
Mr. Eric Oscarson, Director
725 SE John Jones Drive
Burleson, TX 76028
eoscarson@burlesontx.com



Re: PROPOSAL FOR PROFESSIONAL SERVICES CITY OF BURLESON-SERVICE CENTER

PROPOSAL

Dear Mr. Oscarson,

mma, inc. (MMA) is pleased to present the City of Burleson Public Works Department (CLIENT) this proposal for professional consulting services for proposed drainage improvements for the City Service Center located at 725 SE John Jones Drive in Burleson, Texas (PROPERTY).

The City Service Center is experiencing drainage problems throughout the site. A detention pond plan has been developed by the city to serve the property. MMA will prepare a boundary verification, topographic survey, review the proposed detention pond plan, and prepare storm drainage construction plans for the entire property.

MMA will provide land surveying and civil engineering services. We appreciate the opportunity to work with you on this project.

SCOPE OF SERVICES

I. LAND SURVEYING SERVICES:

- A. Boundary Verification
MMA will verify the boundary for the subject tract located in the City of Burleson, being approx. 25-acres of land (see accompanying Exhibit A). If deemed required by MMA, a title abstract will be ordered and billed as a reimbursable expense. The boundary verification will be used solely for design purposes.

B. Topographic Survey

MMA will prepare a Topographic Survey for the subject tract located in the City of Burleson, being approx. 25 - acres. The Topographic Survey will reflect 1-foot contours and will be tied to a City of Burleson benchmark. MMA will request a "Texas 811" utility locate prior to the survey and identify all located utilities on the survey. The Topographic Survey will be appropriate for design and engineering purposes.

II. CIVIL ENGINEERING SERVICES:

A. Storm Drainage Construction Plans

MMA will develop civil construction plans using the topographic survey prepared by MMA and the future development site plan provided by CLIENT. The drainage plans will account for the existing site improvements and future development plans. The plans will be prepared in accordance with City of Burleson requirements. The following information will be included (information may be combined on a single sheet).

1. Cover Sheet
2. Plat
3. Demolition Plan
4. Overall Site Plan
5. Dimension Control Plan
6. Paving Plan
7. Overall Grading Plan
8. Drainage Area Map
9. Drainage calculations
10. Storm Drain Plans
11. Storm Drain Profiles
12. Erosion Control plan
13. Construction Details

The grading plans shall show existing and proposed finished floor elevations and spot elevations. ADA compliance review is not included in this scope.

Ample information shall be included on the plans for staking of paving, parking, and storm drainage improvements. Specifications for construction shall be based upon the City's Standard Specifications and/or NCTCOG. MMA shall provide detailed specifications for items of unusual nature or magnitude.

B. Construction Administration

MMA will attend the pre-construction meeting at the request of the CLIENT. MMA will perform a maximum of 2 site visits at the request of CLIENT. MMA will provide one (1) punch list review site visit and one (1) follow up to confirm punch list is complete. MMA shall respond to the contractor's RFI and material submittals during the construction process.

COMPENSATION

A. Payment Terms

CLIENT will pay MMA the lump sum fee or their 2023 Hourly rates (Hourly) for the services listed below. Any changes to the site plan will incur additional fees at the 2023 hourly rates, refer to Schedule A for hourly rates.

I. LAND SURVEYING SERVICES:

A. Boundary Verification	\$3,000 Lump Sum
B. Topographic Survey	\$21,000 Lump Sum
Sub Total	\$ 24,000 Lump Sum

II. CIVIL ENGINEERING SERVICES:

A. Storm Drainage Construction Plans	\$24,000 Lump Sum
B. Construction Administration	\$2,000 Lump Sum
Sub Total	\$ 26,000 Lump Sum

TOTAL	\$ 50,000 Lump Sum
--------------	---------------------------

~~Monthly invoices will be issued by MMA. Payment is due upon receipt of the invoice. Interest will be charged on all accounts over 90 days and accounts over 60 days will result in MMA stopping work on the project until all outstanding invoices are paid. See "Payment to MMA" in the attached PROVISIONS for complete payment terms.~~ [Intentionally Removed.]

Schedule A

2023 Hourly Rate Schedule

Zoning Consultant	\$ 250
Principal	\$ 200
Director	\$ 190
Senior Project Manager	\$ 175
Senior Land Surveyor	\$ 175
Project Manager	\$ 150
Project Surveyor	\$ 135
Project Engineer	\$ 145
Project Coordinator	\$ 125
GIS Manager	\$ 125
Engineering Production Manager	\$ 145
Landscape Architect	\$ 125
Graduate Engineer 2	\$ 130
Surveyor in Training	\$ 120
Urban Planner	\$ 100
GIS Analyst	\$ 100
Graduate Engineer 1	\$ 115
Designer	\$ 110
Landscape Designer	\$ 115
Technician 3	\$ 115
Technician 2	\$ 95
Technician 1	\$ 85
Survey Field Party (3-Man)	\$ 250
Survey Field Party (2-Man)	\$ 175
Survey Field Party (1-Man)	\$ 125
Project Assistant	\$ 75
Clerical	\$ 50

MMA 2023 Reimbursable Expenses Schedule

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the Owner. Plots, blacklines, copies and mileage will be reimbursed at the following rates:

Plotting

Bond	\$ 1.50 per sheet	Blacklines	\$ 1.50 per sheet
Color	\$10.00 per sheet	Xerox Copies	\$ 0.15 per side copy
Mylar	\$12.00 per sheet	Mileage	\$ 0.58 per mile

Other direct expenses are reimbursed at cost plus 10%. These services may include but are not limited to: platting and filing fees, taxes, outside reprographic expense, deliveries, postage, travel, meals and photographic services.



B. Additional Services

Any requested services not included in this agreement, including but not limited to the Exclusions stated in this proposal, will be performed and billed at a cost determined upon the time of the request. Additional services will not begin until written authorization from the CLIENT has been received.

The following are a list of items not included in our scope of services but may need to be addressed at some point in the approval process:

- All negotiations and coordination with adjoining property owners.
- Flood studies and FEMA processing.
- Franchise utility coordination.
- Structural design of retaining walls.
- Geotechnical Report.
- Environmental Assessment Report.
- Waters of the U.S. and wetland determination and permitting.
- Offsite utility design.
- Separate instrument easements.
- City Engineering Submittals

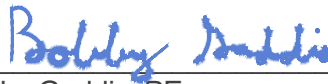
C. ~~Provisions~~

~~CLIENT understands this agreement between the parties for such services for City of~~
~~Burlington Service Center as set forth herein, is governed by the PROVISIONS attached to~~
~~this proposal, the terms of which are an integral part of the agreement and incorporated here~~
~~by reference. [Intentionally Removed.]~~

MMA appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If this proposal meets with your approval, please sign both copies in the approval space and return one for our files. This proposal is valid for 30 days from the date of this proposal.

Sincerely,

MMA, INC.



Bobby Gaddis, PE

Title: Principal

Date: 3/28/2023

Client hereby requests and authorizes MMA, Inc. (MMA) to perform the services outlined in this proposal.

CLIENT:

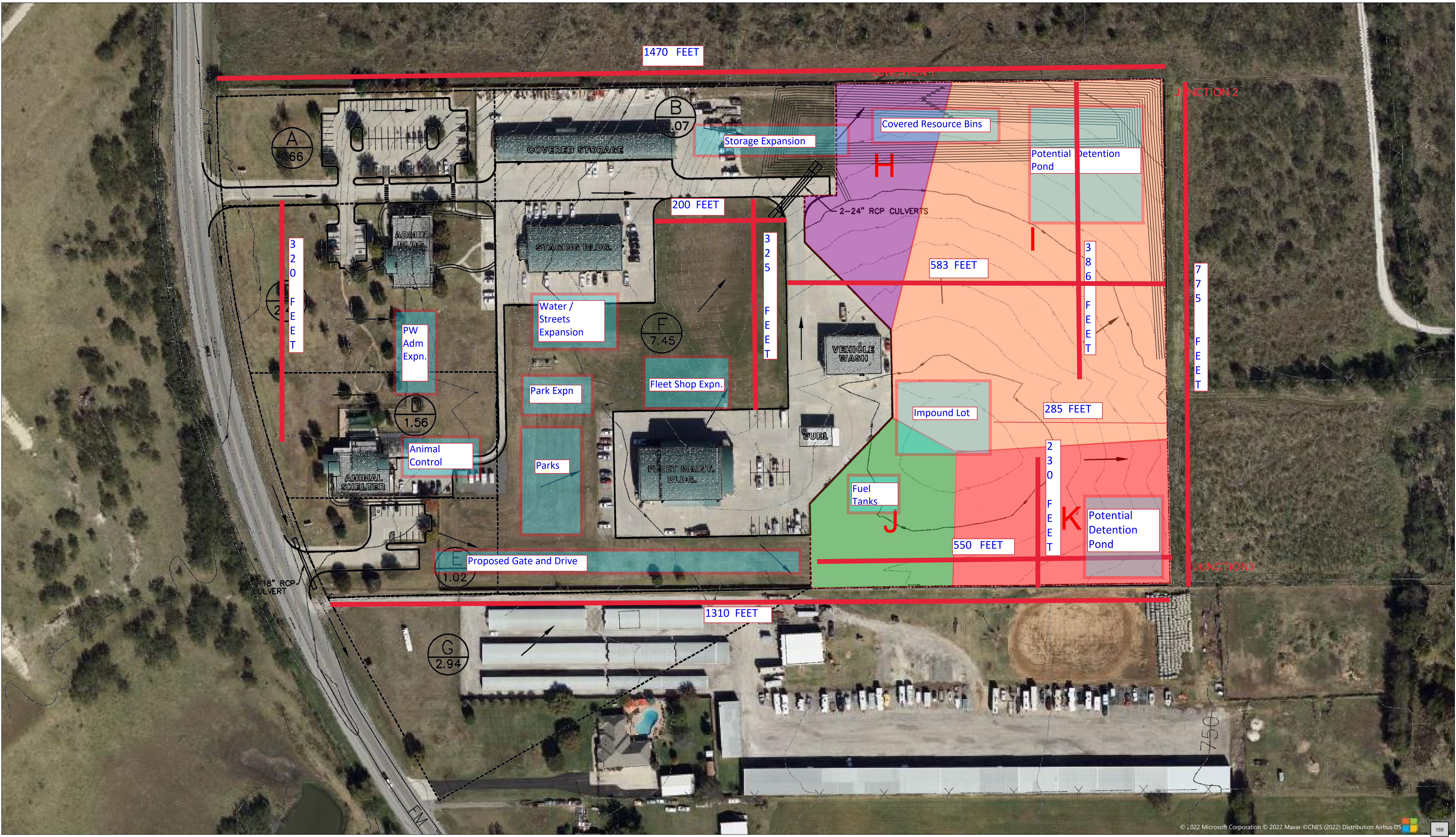
By: _____

Name:

Title:

Date: _____





CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

mma, inc.
Arlington, TX United States

Certificate Number:
2023-1004635

Date Filed:
04/10/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

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.

City of Burleson Service Cente
Surveying and Civil Engineering

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary


5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Jacob Sumpter, and my date of birth is 12/04/1979.

My address is 519 E. Border Street, Arlington, TX, 76010, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 10 day of April, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: DeAnna Phillips, Director of Community Services

MEETING: April 17, 2023

SUBJECT:

Consider approval of a resolution authorizing a \$5,000 sponsorship expense for the Hill College Boots & Suits Annual Student Scholarship Fundraiser. (*Staff Contact: DeAnna Phillips, Director of Community Services*)

SUMMARY:

Hill College is holding a fundraiser for their annual student scholarship fundraiser on Thursday, April 20, 2023. Hill College contacted the director of community services in regards to the sponsorship, the item has been placed on the agenda for Council consideration. The gold level sponsorship funds two student scholarships includes eight tickets for the April 20 event and other benefits. Included with this department memo is information from Hill College with additional details about the fundraiser.

OPTIONS:

- 1) Example: Approve as presented
- 2) Example: Approve with changes
- 3) Example: Deny

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

Amount: \$5,000

Account: 001-1099-419-8005

STAFF CONTACT:

Name: DeAnna Phillips

Title: Director of Community Services
dphillips@burlesontx.com
817-426-9622



Hill College Scholarship Fundraiser

PRESENTED TO THE CITY COUNCIL ON
APRIL 17, 2023

Overview

- Hill College is hosting the 18th Annual Boots & Suits fundraiser to fund scholarships for students.
- Hill College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the associate degree.
- Hill College has locations in Hillsboro, Cleburne and Burleson.
- Hill College has been in Burleson since December 2005, allowing area residents to take college courses, complete degrees, receive job-related certifications, and provide job training. In 2016, Hill College partnered with BISD to establish the Burleson Collegiate High School, allowing students to earn an associate degree at no cost.

Council Action

- Approve or deny the resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A \$5,000 SPONSORSHIP EXPENSE FOR THE BURLESON CHARACTER COUNCIL LUNCHEON.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Hill College is holding the 18th Annual Student Scholarship Fundraiser on Thursday, April 20, 2023; and

WHEREAS, sponsorships of the fundraiser supply funding for scholarships for students; and

WHEREAS, sponsorships include funding for student scholarships, tickets to the annual fundraising event, inclusion in promotional materials, and other benefits.

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

Section 1.

The City Council hereby approves the gold level sponsorship of \$5,000 for the 2023 Boots and Suits Annual Student Scholarship Fundraiser.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



April 20, 2023

The James Event Center | 6 - 8 p.m.
1524 S. Broadway Street, Joshua, TX

Hill College invites you to attend the 18th annual

Boots & Suits Event

April 20, 2023, 6-8 p.m.

The James Event Center
1524 S. Broadway Street, Joshua, TX

Please join us in raising funds for local students.

To purchase tickets, please visit hillcollege.edu/boots.

For more information about this event, contact

Angela Berntson | aberntson@hillcollege.edu | 254.659.7813



HILLSBORO | CLEBURNE | BURLESON



April 20, 2023
6-8 p.m.
The James Event Center
1524 S. Broadway Street
Joshua, TX



Please join us for our annual student scholarship fundraiser!

PARTNERSHIP LEVELS

- ☐ Yes, I will attend and sponsor at the following level.
- ☐ I cannot attend, but I would like to sponsor at the following level.

<p><input type="radio"/> PRESENTING PARTNER \$7,000</p> <ul style="list-style-type: none">• 3 student scholarships• 10 tickets• Feature in event press release• Recognition on social media• Signage at event• Complimentary food and drink	<p><input type="radio"/> GOLD PARTNER \$5,000</p> <ul style="list-style-type: none">• 2 student scholarships• 8 tickets• Feature in event press release• Recognition on social media• Signage at event• Complimentary food and drink	<p><input type="radio"/> SILVER PARTNER \$3,000</p> <ul style="list-style-type: none">• 1 student scholarship• 6 tickets• Recognition on social media• Signage at event• Complimentary food and drink	<p><input type="radio"/> BRONZE PARTNER \$1,000</p> <ul style="list-style-type: none">• 4 tickets• Recognition on social media• Signage at event• Complimentary food and drink	<p><input type="radio"/> PARTNER \$500</p> <ul style="list-style-type: none">• 2 tickets• Recognition on social media• Signage at event• Complimentary food and drink
--	---	---	---	--

PAYMENT

- ☐ Please invoice me ☐ My check is enclosed ☐ Please bill my credit card

Credit Card # _____ Exp _____ CVV _____

Organization _____

Name _____

Address _____

Phone _____ Email _____

THANK YOU FOR YOUR SUPPORT!

PLEASE RETURN THIS FORM TO:
Hill College External Affairs
112 Lamar Dr. Hillsboro, Texas 76645
QUESTIONS? Call 254.659.7813

City Council Regular Meeting

DEPARTMENT: Fire / EMS
FROM: K.T. Freeman, Fire Chief
MEETING: April 17, 2023

SUBJECT:

Consider approval of a contract with Metro Fire Apparatus Specialist, Inc. for the purchase of eighteen self-contained breathing apparatuses (SCBA) and applicable accessories through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$57,597.00
(Staff Contact: K.T. Freeman, Fire Chief)

SUMMARY:

The Burleson Fire Department has developed and maintains a rotation/replacement schedule for Self-Contained Breathing Apparatus (SCBA) used in immediately dangerous to life or health (IDLH) atmospheres (firefighting, HazMat, or rescue). The NFPA (National Fire Protection Association) Standard 1982, 1981, 1500, and the Texas Commission on Fire Protection require all SCBAs to be replaced every ten years and SCBA cylinders every 15 years. The Department budgets annually to replace SCBA equipment for firefighting and rescue operations.

This request aims to provide enhanced safety to Burleson Fire/EMS personnel by replacing and upgrading eighteen of our current SCBA face pieces. Fireground radio communications are almost always difficult to understand, while firefighters wear traditional SCBA face pieces. These SCBA facepieces will provide our personnel with the latest technology for "Radio Direct Interface" (Bluetooth) capabilities. This replacement and upgrade will enhance radio communications on the fire ground using bone-conducting Bluetooth-enabled audio and microphone systems. This upgrade works with our current Motorola radio system and connects using Bluetooth. Additional enhancements that can be achieved during fire ground operations while using this facepiece include enhanced voice intelligibility during two-way communications via an integrated mic within the facepiece. The facepiece further enhances the ability to hear and understand incoming radio communications through a bone-conduction headphone system contained within the facepiece. The facepiece includes a wider field of view and a new regulator for easier breathing, with a reduced frequency Vibralert that will help improve two-way radio communications if a firefighter is faced with the low-air alarm activation.

OPTIONS:

- 1) Approve Contract
- 2) Deny Contract

RECOMMENDATION:

Staff recommendations approval of contract for the purchase

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: General Fund
Full Account #s: 1012201-70025
Amount: \$57,597.00

STAFF CONTACT:

K.T. Freeman
Fire Chief
ktfreeman@burlesontx.com
817-426-9171



Bluetooth-enabled self-contained breathing apparatuses (SCBA) facepieces

CITY COUNCIL PRESENTATION

APRIL 17, 2023

Bluetooth-enabled self-contained breathing apparatuses (SCBA) facepieces

3M™ Scott™ Vision C5 Facepiece
with Radio Direct Interface

**See more.
Hear what matters.
Breathe easier.**



REQUESTING APPROVAL

- To purchase eighteen Scott Vision C5 Facepiece, Radio Direct Interface, Bluetooth-enabled self-contained breathing apparatuses (SCBA) face pieces, and applicable accessories

Enhanced Firefighter Safety

Radio Direct Interface - Wireless radio communications utilizing existing compatible radios

Bone Conduction Headphone - Enhances hearing and understanding of incoming two-way radio communications

Wider Field of View - Helps to improve situational awareness

Enhanced Breathability - Helps reduce user burden and improve operational efficiencies

Enhanced communications, breathability and wider field of view provides for more efficient rescue capabilities



Council Action Requested

Approve

- Staff recommends approval of this purchase using existing operating budget



Questions Comments



QUOTE

Corporate
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Quote Number	206266-0
Printed Date	04/04/2023
Quote Date	03/31/2023
Page	1

Bill to: BURLESON FIRE DEPARTMENT
141 WEST RENFRO
BURLESON, TX 76028

Ship to: BURLESON FIRE DEPT
828 SOUTH WEST ALSBURY
BURLESON, TX 76028

Attn: KT FREEMAN

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
BUR001	JEREMIAH LOZIER	JOSH SLOVAK	3/31/23 JC	VERBAL LOZIER
Entered By		FOB	Ship Via	Terms
JOSH SLOVAK		DESTINATION	BEST WAY	NET 20 DAYS
Customer/Order Instructions				

BUYBOARD CONTRACT 698-23

LOC	OC	Quantity			U/M	Item #	Description	Price	Extension
		Ord	Shp	B/O					
02	D	3	0	3	EA	SCT-7012475321	VISION C5 FACEPIECE W/RDI AND BONE IND HDPHONE MOTOROLA APX, SMALL FP1SK002M10010	1287.00	3861.00
02	D	9	0	9	EA	SCT-7012475315	VISION C5 FACEPIECE W/RDI & BONE IND HDPHONE, MOTOROLA APX, MEDIUM	1287.00	11583.00
02	D	6	0	6	EA	SCT-7012475309	VISION C5 FACEPIECE W/RDI & BONE IND HDPHONE, MOTOROLA APX, LARGE FP1LK0002M10010	1287.00	7722.00
02	D	3	0	3	EA	SCT-7012475300	VISION C5 RDI CHARGER, SINGLE W/2-BATTERY SLOTS, AC DESK CHARGER	341.00	1023.00
02	D	5	0	5	EA	SCT-7012475303	VISION C5 RDI CHARGER, SINGLE W/2-BATTERY SLOTS, VEHICLE MOUNT, DC POWER SUPPLY	358.00	1790.00
02	D	40	0	40	EA	SCT-7012619506	LI-ION BATTERY, SPARE VISION C5 FACEPIECE	87.00	3480.00
02	D	16	0	16	EA	SCT-7100293227	C5 REGULATOR 201650-05	1621.00	25936.00
02	D	2	0	2	EA	SCT-7012472483	SPARE, HOSE & MANIFOLD ASM UEBSS 201699-01	482.00	964.00
02	D	2	0	2	EA	SCT-7100298861	REGULATOR HOSE ASSY, X3 CGA, HUD, QUICK DISCONNECT, RECTUS 701757-03	491.00	982.00
02	D	60	0	60	MIN	MET-SCT-LABOR	LABOR	152.00	152.00
02	D	2	0	2	EA	MET-SCT-FLOW TEST	SCOTT RESPIRATORY FLOW TEST	52.00	104.00
02	D	1	1	0	EA	BUY BOARD CONTRACT	698-23	0.00	0.00

SubTotal 57,597.00

CITY OF BURLESON:

Total 57,597.00

By: _____

Name: Bryan Langley

Title: City Manager

Date: _____

QUOTE GOOD FOR 30 DAYS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

METRO FIRE APPARATUS SPECIALISTS, INC
HOUSTON , TX United States

Certificate Number:
2023-1004978

Date Filed:
04/10/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF BURLESON

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.

BUYBOARD
MISC ITEMS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RUSSELL, CRAIG	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is MONICA INGRAM, and my date of birth is 10/03/1979.

My address is 17350 STATE HWY 249 STE 250, HOUSTON, TX, 77064, .
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 10 day of APRIL, 2023.
(month) (year)

Monica Ingram

Digitally signed by Monica Ingram
DN: cn=Monica Ingram, o=Metro Fire Apparatus
Specialists, Inc, ou=MFAS, email=mingram@mfas.com,
c=US

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Fire Department
FROM: Joe Laster, Emergency Operations Manager
MEETING: April 17, 2023

SUBJECT:

Consider approval of an amendment to CSO#002-04-2014, the communication's system agreement with Johnson County, setting the annual subscriber fee at \$18.52 per radio, per month, not to exceed an annual cost of \$69,783.36 effective October 1, 2022. (Staff contact: Joe Laster, Emergency Operations Manager)

SUMMARY:

The City of Burleson entered into a Communication System Agreement with Johnson County on August 12, 2013 when the city purchased the new public safety radio system. The city was required to enter into the agreement to use the Johnson County radio system. At the time of the agreement was approved, Johnson County charged a user fee of \$11.90 per month, per subscriber radio. The original agreement has been amended several times to adjusted the radio subscriber fees. The 2022 amendment has the annual subscriber fee at \$18.12 per radio, per month. The radio subscriber fees are reviewed and set by the Johnson County Commissioners every year during their budget process.

314 Billable Radios- $\$18.52 \times 12 \times 314 = \$69,783.36$

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Approval of the amendment to the communication's system agreement with Johnson County, setting the annual subscriber fee at \$18.52 per radio, per month, not to exceed an annual cost of \$69,783.36.

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: General/Water
Full Account #'s: Various 5304
Amount: \$69,783.36

The City of Burleson budgets annually the cost of the service agreement in each department that uses the radio system based on the number of radios the department has. This cost is shown in each departments budget in the 5304 account Radio Communications.

STAFF CONTACT:

Joe Laster
Emergency Operations Manager
jlaster@burlesontx.com
817-455-1478

Radio System Service Agreement Amendment

April 17th, 2023

Scope of Agreement

- Provide Security Monitoring
- System Software/Firmware Updates
- Repair Cost to the Radio Consoles
- Network work / Hardware Repair
- Technical Support
- System Monitoring
- 24 Hour Response

Recommendation

Approval of the amendment to the communication's system agreement with Johnson County, setting the annual subscriber fee at \$18.52 per radio, per month, not to exceed an annual cost of \$69,783.36.

Summary

The City of Burleson entered into a Communication System Agreement with Johnson County on August 12, 2013 when the city purchased the new public safety radio system.

The city was required to enter into the agreement to use the Johnson County radio system. At the time of the agreement was approved, Johnson County charged a user fee of \$11.90 per month, per subscriber radio.

The original agreement has been amended several times to adjusted the radio subscriber fees. The 2022 amendment has the annual subscriber fee at \$18.12 per radio, per month.

The radio subscriber fees are reviewed and set by the Johnson County Commissioners every year during their budget process.

314 Billable Radios- $\$18.52 \times 12 \times 314 = \$69,783.36$

Questions?

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

COMMUNICATIONS SYSTEM AGREEMENT

This COMMUNICATIONS SYSTEM AGREEMENT (the "Agreement") is made and entered into by and between the Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Burleson ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties." The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City Fort Worth ("CFW") owns, operates, and maintains Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole licensee of the CFW Trunked Voice Radio Systems with all privileges and responsibilities thereof; and

WHEREAS, County has entered into a Communication System Agreement with the CFW whereby the CFW has granted County specific permission to operate its owned Motorola Solutions ASTRO® Site Repeater System, Console System or equipment attached and/or interfaced to the CFW Project 25 Master Site located at the Eagle Mountain Communications Site at 6869 Bowman Roberts Road, Fort Worth, Texas (the "System").

NOW THEREFORE, COUNTY and USER agree as follows:

1. GRANT OF LICENSE

COUNTY hereby grants the USER a non-exclusive specific permission to operate its radios on County's owned Motorola Solutions ASTRO® Site Repeater System, Console System or equipment attached and/or interfaced to the City of Fort Worth Project 25 Master Site located at the Eagle Mountain Communications Site at 6869 Bowman Roberts Road, Fort Worth, Texas (the "System") in accordance with the specific details and requirements for use as set forth in "Exhibit A, Terms of Use," which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. County and USER agree and understand that failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. TERM

This Agreement shall begin as between County and USER upon the last day executed by all authorized Parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein. Termination or cessation of this Agreement between County and USER will not affect the continuation of any other agreement County may have with any other USER or Party.

3. COMPENSATION

USER shall remit payment to County in the amount and manner set forth in Exhibit A.

4. LIABILITY

Nothing in the performance of this Agreement shall impose any liability for claims against County or USER other than claims for which liability may be imposed by the Texas Tort Claims Act.

5. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the County. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the County, its officers, agents, servants and employees, and USER, its officers, agents, employees, servants, contractors and subcontractors. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between County and USER.

6. NON-APPROPRIATION OF FUNDS

County and USER will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. RIGHT TO AUDIT

USER agrees that the County shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this Agreement at no additional cost to the County. USER agrees that the County shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give USER reasonable advance notice of intended audits.

8. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the County. Which such right shall be granted solely at the discretion of the County.

9. NO WAIVER

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. AMENDMENTS

No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing, and signed by both Parties.

11. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. CONFIDENTIAL INFORMATION

To the extent permitted by law, USER for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the County as confidential and shall not disclose any such information to a third party without the prior written approval of the County. USER shall store and maintain County information in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt County information in any way. USER shall notify the County immediately if the security or integrity of County information has been compromised or is believed to have been compromised.

13. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

14. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas -Dallas Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

15. SIGNATURE AUTHORITY

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Agreement.

16. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between County and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both parties.

EXECUTED IN MULTIPLE ORIGINALS on this the 12th day of August, 2013.

COUNTY:

By: 
Roger Harmon, County Judge

Date: 8/12/13


Attest:


Becky Williams, County Clerk

Date: 8/12/13



USER:

By: 
Printed Name: Ken Shetter
Title: Mayor

Date: August 5, 2013

Attest:

By: 
Printed Name: Amanda McCrory
City Secretary

Date: August 5, 2013

EXHIBIT A
TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

"Console System" shall mean all hardware and software associated with any dispatch console or set of consoles owned and operated by the County that are connected to the CFW master switch.

"Infrastructure Support Fee" shall mean the annual fee charged by CFW to offset any actual increased costs incurred by the City in the operation and maintenance of the radio systems. The annual Infrastructure Support Fee is billed per active subscriber radio ID, payable in advance on an annual basis for all active radio IDs issued to County at the time of the annual billing. Invoicing will occur when new radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each CFW fiscal year. There will be no refunds or credits for radios removed from service during the year billed.

"Interoperable Communications Plan" means the plan developed and established by CFW to enhance and simplify radio communications among all agencies utilizing the CFW public safety radio system or connecting its Site Repeater Systems or Console Systems to the CFW master switch.

"Master Site" shall mean the hardware and software provided by CFW as the core component of the Motorola Solutions ASTRO 25 radio communications system. All Site Repeater Systems must connect to the Master Site.

"Software Upgrade Agreement Fee" shall mean the annual fee charged by CFW to offset cost incurred by the City from Motorola Solutions for the maintenance of the Software Upgrade Agreement applicable to the County's Site Repeater Systems and Console Systems.

"Site Repeater System" shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site owned and operated by the County to be connected to the CFW master switch.

"Subscriber Radio" shall mean a control station (desk top radio), mobile radio, or portable radio, which has a unique identification number and is programmed to operate on the CFW Trunked Voice Radio System.

"Talk Group" shall mean a specific group of subscriber units allowed to communicate privately within that group over shared infrastructure resources.

TERMS OF USE

1. The CFW shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the County's Site Repeater Systems and Consoles System will connect. If the County increases its number of Site Repeater Systems or Console Systems, the County will incur all costs, if any, resulting from the expansion of capacity of the System and associated hardware and software required to accommodate the County's additions.
2. The CFW shall execute with Motorola Solutions a Software Upgrade Agreement for the System, every ASTRO 25 radio site connecting to the System, including those owned and operated by the County, and all other hardware such as Console Systems that would be affected by the software upgrades, including those owned and operated by the County. Unless the County is notified otherwise, the software for the System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The County will provide all reasonable coordination necessary for the upgrade of its Site Repeater Systems and Console Systems.
3. The CFW shall provide radio IDs for all radios and dispatch consoles owned and operated by the County. County must provide written authorization to the CFW prior to the release of the County's radio IDs or any other information to a third party vendor or agency.
4. The acquisition, installation and maintenance of the County's Site Repeater Systems, and Console Systems are the responsibility of the County unless otherwise stated in this Agreement. The County will be responsible for managing infrastructure loading and demand of the County's Site Repeater Systems.
5. The County will be responsible for the acquisition, programming, and maintenance of all County radios and USER will be responsible for the acquisition, programming, and maintenance of all USER radios.
6. The County is the holder of the FCC (Federal Communications Commission) license(s) that the County's Site Repeater System uses for its operation. Any USER who operates a radio dispatch from a fixed location will need to obtain the appropriate FCC licensees.
7. The County is responsible for providing all leased circuits and associated hardware and software necessary to connect its Site Repeater Systems and Console Systems to the System. All costs associated with provision of connectivity will be borne by the County. Connectivity methods are limited to terrestrial facilities leased through a licensed carrier. Other connectivity methods, such as microwave, will require the prior approval of CFW and will result in additional costs to the County.
8. The CFW has made no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location; and therefore, the County makes no guarantee to USER either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location.
9. The County shall use due diligence in the maintenance and configuration of their subscriber radio equipment to ensure that no County radio causes a degradation to system operation. The CFW shall have the right to remove from operation any field radio unit or equipment owned by County that is operating on, attached and/or interfaced to the CFW infrastructure, if such equipment is found to cause interference or harm, to the system in any way. The CFW reserves the right to request that County

operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the CFW. The cost of such testing or repair will be the sole responsibility of County. Furthermore, the CFW shall have the right to deactivate, without prior notification to or consent of County, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the systems or the systems operation.

10. USER shall use due diligence in the maintenance and configuration of their subscriber radio equipment to ensure that no USER radio causes a degradation to system operation. The County shall have the right to remove from operation any field radio unit or equipment owned by USER that is operating on, attached and/or interfaced to the County infrastructure, if such equipment is found to cause interference or harm, to the system in any way. The County reserves the right to request that USER operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the County. The cost of such testing or repair will be the sole responsibility of USER. Furthermore, the County shall have the right to deactivate, without prior notification to or consent of USER, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the systems or the systems operation.

11. The CFW will establish a coordinated Interoperable Communications Plan to apply to CFW and the users of its systems. County agrees to participate in the Plan and include the Plan's interoperable talk groups in the programming of its subscriber units and Console Systems.

12. Either County or CFW may terminate their Agreement for any reason, with or without cause, upon one hundred eighty (180) days written notice to the other Party. The CFW, in its sole discretion, shall have the right to deny County access to the radio infrastructure and/or the right to terminate their Agreement immediately if County fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The CFW further reserves the right to terminate their Agreement immediately, or deny access to the County, upon notice of County misuse of the system.

13. Either County or USER may terminate this Agreement for any reason, with or without cause, upon one hundred eighty (180) days written notice to the other Party. The County, in its sole discretion, shall have the right to deny USER access to the radio infrastructure and/or the right to terminate this Agreement immediately if USER fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The County further reserves the right to terminate this Agreement immediately, or deny access to the USER, upon notice of USER misuse of the system.

APPLICABLE FEES

14. Effective October 1, 2014, and each year thereafter as long as this Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$11.90 per month, per subscriber radio, with the exception that USER shall pay an Annual Subscriber Unit Fee in the amount of \$1.90 per month for each of the seven (7) subscriber radios for USER'S Mobile Command Unit, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of this Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds

or credits for radios removed from service during the fiscal year.

15. County shall pay the CFW an Annual Software Upgrade Fee equal to the amount invoiced to the CFW by Motorola Solutions, Inc., or its successors, for the upgrade of the County's Site Repeater Systems, Consoles Systems and any other component subject to upgrade as a result of the upgrade of the System.

COMPLIANCE WITH LAWS

16. The County and USER shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The USER will also comply with the guidelines, or procedures set out in this agreement. Furthermore, the USER is responsible for enforcing such compliance by its employees, volunteers, or any individual operating USER subscriber radio equipment. Furthermore, the USER will be responsible for payment of any fines and penalties levied against the CFW or County as a result of improper or unlawful use of subscriber radio equipment owned by USER.

17. In order to comply with Federal, State, and Local Laws and/ or Mandates, the CFW, as the Licensee, may need to act on behalf of the County regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this agreement is in force, the County will allow the CFW to facilitate such activities on County's behalf as necessary.

18. In the instance where County subscriber radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement subscriber radio equipment shall pass directly to County upon delivery of subscriber radio equipment to the County's site. The County shall provide the CFW, or its designee, with the subscriber radio equipment to be replaced, in good working order, as determined by the County or its designee. County shall be liable for payment of any fees associated with radios deemed to be not in proper working order. County shall be liable for payment of any fees associated with upgrades to subscriber radio equipment

THE STATE OF TEXAS §

§ **KNOW ALL BY THESE PRESENTS**

COUNTY OF JOHNSON §

**AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT
EFFECTIVE OCTOBER 1, 2022**

This Amendment to Communications System Agreement Effective October 1, 2022 (the “Amendment”) is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and City of Burleson ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the “Agreement”) between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2022 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$18.52 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: _____
Christopher Boedeker, County Judge

Date: _____

Attest:

April Long, County Clerk

Date: _____

USER:

By: _____
Printed Name: _____
Title: _____

Date: _____

Attest:

By: _____
Printed Name: _____
City Secretary

Date: _____

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: April 17, 2023

SUBJECT:

Consider the use of eminent domain to condemn property and consider Resolution No. CSO#5066-04-2023 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of roadway and public utility improvements along Lakewood Drive to serve existing and new development in the City. (Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

SUMMARY:

The City has designed and begun construction of the widening and expansion of Lakewood Drive from County Road 1020 (future Alsbury Blvd) to FM 1902 to serve Hooper Business Park, the Chisholm Summit development, and surrounding area. The City identified four parcels of land along Lakewood Drive where additional right-of-way was required to facilitate the construction of Lakewood and other public utilities improvements, and the City has acquired three of the four parcels. The remaining parcel necessary for the road expansion is an approximately 7,726 square foot parcel out of a two acre tract off of Lakewood Drive. The City has attempted acquire the 7,726 square foot parcel from the owners of the two acre tract, but the attempts have been unsuccessful.

On October 17, 2022, city council approved a resolution authorizing staff to acquire land survey and a real estate appraisal for the required land. The legal description and appraisal have since been acquired. Two letters with bona fide offers have been provided according to state law with no response from the property owner.

If Council authorizes the use of eminent domain and approves the resolution, the City will be able to initiate condemnation proceedings in order to acquire the necessary property.

The next steps will include the city filing a condemnation petition, three special commissioners will be appointed to hear the matter, the special commissioners will hold a hearing to determine the value of the property, and the special commissioners will issue a ruling on the value of the property. Once the special commissioners issue a ruling, the city may take possession. The special commissioners' ruling is appealable, but the appeal doesn't impact possession.

OPTIONS:

- 1) Authorize the use of eminent domain and approve the resolution; or
- 2) Do not authorize the use of eminent domain and deny the resolution.

RECOMMENDATION:

Staff recommendation authorizing the use of eminent domain and approving the resolution.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mrribitzki@burlesontx.com
817-426-9664



Resolution for Eminent Domain

Presented to the City Council on
April 17, 2023

Lakewood Drive Expansion

- Construction on the expansion and extension Lakewood Drive is underway
- Expands Lakewood Drive (CR 914) and extends the road from CR 1020 to FM 1902
- The extension of Lakewood Drive will help mitigate traffic on the west side of town and better connect Wilshire Blvd and Chisholm Trail Pkwy
- Sewer improvements will accompany the road to serve Chisholm Summit, Hooper Business Park, and surrounding area



Lakewood Drive Expansion

- Portions of 4 different parcels of land along Lakewood Drive are needed to expand the road and extend sewer services
- The City has reached an agreement with 3 of the 4 landowners to acquire portions of their respective tracts along Lakewood Drive
- The last remaining parcel is a portion of the 1324 C.R. 914 tract
- The City needs approximately 7,000 square feet from the 1324 C.R. 914 tract along Lakewood Drive for the road and sewer improvements



Lakewood Drive Expansion

- Staff met with the property multiple times in an effort to acquire the land to no avail
- This ROW is required to complete the roadway project. Adjacent properties have already been acquired and design of the roadway is complete
- If property is not acquired, there would be significant costs associated with roadway, drainage, water, and sewer design, construction implications, and additional ROW expenses



Lakewood Drive Expansion

- On October 17, 2022, City Council approved a resolution authorizing staff to obtain a land survey and real estate appraisal of the approx. 7,000 square foot parcel needed
- The legal description and appraisal have since been acquired
- Two letters with the bona fide final offer have been provided according to state law with no response from the property owner
- The resolution before you for consideration authorizes the filing of eminent domain proceedings



Next Steps

- City will File a Condemnation Petition
- 3 Special Commissioners will be Appointed to Hear the Matter
- The Special Commissioners will Hold a Hearing to Determine the Value of the Property
- The Special Commissioners will Issue a Ruling on the Value of the Property
- Once the Special Commissioners Issue a Ruling, the City May Take Possession
- The Special Commissioners' Ruling is Appealable, but the Appeal Doesn't Impact Possession
- Estimated timeline is 2 months



Lakewood Drive Expansion

- Action Requested:
Approve or deny the use of eminent domain to condemn property and approve or deny Resolution No. CSO#5066-04-2023 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of roadway and public utility improvements along Lakewood Drive to serve existing and new development in the City.
- Staff recommends approval



RESOLUTION NO. CSO#5066-04-2023

A RESOLUTION OF THE CITY OF BURLESON, TEXAS AUTHORIZING THE COMMENCEMENT OF NEGOTIATIONS AND, IF NECESSARY, THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF ACQUIRING PROPERTY FOR USE BY THE CITY FOR THE CONSTRUCTION AND MAINTENANCE OF ROADWAY AND PUBLIC UTILITY IMPROVEMENTS ALONG LAKEWOOD DRIVE TO SERVE EXISTING AND NEW DEVELOPMENT IN THE CITY AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW.

WHEREAS, the City of Burleson (the “City”) is in the process of constructing roadway and public utility improvements along Lakewood Drive to serve existing and new development in the City (the “Project”); and

WHEREAS, in order to complete construction of the Project, it is necessary for the City to acquire certain land and easements from the property owners who own land across which the Project will be located; and

WHEREAS, the City has contacted the owner of the following property in order to negotiate the acquisition of the following tract of land that is necessary to the construction of the Project:

A 0.177 acre (7,726 square foot) tract of land situated in the H.G. Catlett Survey, Abstract No. 185, Johnson County, Texas, being a portion of a tract of land conveyed to Marion O. Bush, and Wife Marilyn F. Bush in that deed recorded in Volume 515, Page 29, Deed Records, Johnson County, Texas (D.R.J.C.T.); and

WHEREAS, the City Council finds and determines that the acquisition of the above tract for the Project is necessary and constitutes a public use for a public purpose; and

WHEREAS, the City Council now deems it necessary to authorize the law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. to initiate condemnation proceedings in order to acquire the necessary land.

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

SECTION 1.

The City Council of the City of Burleson, Texas, hereby finds and determines that the recitals made in the preamble of this Resolution are true and correct, and incorporates such recitals herein.

SECTION 2.

The City Council hereby finds and determines that a public necessity exists for the Project and that the acquisition of the above referenced land, which is more fully described in Exhibit "A" attached to this Resolution and incorporated into this Resolution for all purposes, is necessary for such purposes.

SECTION 3.

The law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. is hereby authorized to bring condemnation proceedings against the Owner, and any and all other parties having an interest in the above referenced property, for the purpose of acquiring such land through the exercise of the City's power of eminent domain, given that that the following conditions have already been met:

- (a) The City obtained ownership information and a legal description for the parcel to be acquired;
- (b) The Owner and/or other parties were located through the exercise of due diligence, and the City Manager, or his designated representative, has:
 - (1) Made an initial offer to the Owner and/or other parties for the purchase of the above referenced land in accordance with Section 21.0113, Texas Property Code; and
 - (2) Made a final offer to the Owner and/or other parties for the purchase of the above referenced land in accordance with Section 21.0113, Texas Property Code; and
- (c) The Owner and/or other parties failed or refused to accept the City's final offer; and
- (d) The City has otherwise complied with all statutory prerequisites to the filing of eminent domain proceedings.

SECTION 4.

The City Council hereby finds and determines that the above described land is needed so that the City of Burleson can construct and maintain the Project, which is a public purpose and is necessary to serve the public health, safety and welfare.

SECTION 5.

This Resolution shall take effect upon its adoption, and it is so Resolved.

ADOPTED this ____ day of _____, 2023.

Mayor

ATTEST:

City Secretary

EXHIBIT A

A tract of land situated in the M.C. Catlett Survey, Abstract No. 185, Johnson County, Texas, being a portion of a tract of land conveyed to Marion O. Bush and wife, Marilyn F. Bush, in that Deed Recorded in Volume 515, Page 29, Deed Records, Johnson County, Texas (D.R.J.C.T) and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found with a cap stamped "RP'S 5544" in the Southeasterly Line of said bush tract for the most Westerly corner of Lot 1, Block 1, Monroe Addition, according to the Plat recorded in Volume 9, Page 321, Plat Records, Johnson County, Texas, said 1/2" iron rod also being the most westerly corner of a tract of land conveyed to the City of Burleson and described as Tract 1 in the Deed Records in Instrument No. 2022-37909, D.R.J.C.T;

Thence S 44 deg 32' 48" W along said Southeasterly Line, a distance of 17.82 feet to a Cotton Spindle Set in County Road 914 (Variable R-O-W) for the most Southerly corner of said Bush Tract;

Thence N 45 deg 37' 46" W along said County Road and the Southwesterly Line of said Bush Tract, a distance of 149.89 feet to a Cotton Spindle Set in the Southeasterly Line of a tract of land conveyed to the City of Burleson in that Deed Recorded in Instrument No. 2022-38578, D.R.J.C.T., for the most Westerly Corner of said Bush Tract;

Thence N 44deg 55' 39" E along said Southwesterly Line and the Northwesterly Line of said Bush Tract, a distance of 52.16 feet to a 1/2" iron rod found with a cap stamped "RPLS 5544" for the most Westerly corner of said City of Burleson Tract;

Thence leaving said corner and said Northwesterly line S 45deg 12' 26" E, a distance of 149.54 feet to a 1/2" iron rod found with a cap stamped "RPLS 5544" in the Southeasterly line of said Bush Tract and in the Northwesterly Line of said Monroe Addition, for the most Northerly corner of said Tract 1;

Thence S 44° 32' 48" W along said common line and the Northwesterly line of said Tract 1, a distance of 33.23 feet to the point of beginning and containing 7726 square feet of land, more or less.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Director
MEETING: April 17, 2023

SUBJECT:

Consider approval of a construction contract with Northstar Construction LLC for the construction of additional parking areas for Bailey Lake and Chisenhall Fields in the amount not to exceed \$1,792,594.23. (*Staff Presenter: Jen Basham, Parks and Recreation Director*)

SUMMARY:

For the construction of a parking lot expansion for Bailey Lake Park for an additional 52 parking spaces and Chisenhall Fields for an additional 100 parking spaces. Both parking expansions will include required ADA spaces and landscape improvements. Chisenhall Fields parking expansion will include a new access drive to Hidden Creek Pkwy.

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Staff recommends approving as presented.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

June 2021: Parks Board recommended approval as part of CIP

October 2021: Council approved design contract with Baird, Hampton and Brown for construction design

March 2023: Council approved land purchase from Burleson Independent School District for Bailey Lake Park expansion

FISCAL IMPACT:

\$1,792,594.23 will be funded through 4B reimbursement resolution as part of the 2023 Parks Capital Improvement Plan.

STAFF CONTACT:

Jen Basham, CPRE
Parks and Recreation Director
jbasham@burlesontx.com
817-426-9201

Parking Expansion Construction for Bailey Lake and Chisenhall

An aerial photograph of a construction site for a parking expansion. The ground is covered in gravel, with different sections colored in shades of yellow, orange, and dark brown. Four cars are parked on these paths: a blue car in the top right, a purple car in the top left, a white car in the middle right, and a yellow car in the bottom left. The text 'Parking Expansion Construction for Bailey Lake and Chisenhall' is overlaid in large white letters across the top half of the image.

City Council Meeting
April 17, 2023

Overview

- ① Background
- ② Project Scope
- ③ Bid Summary
- ④ Timeline
- ⑤ Action Options

Background

- June 2021: Park Board recommended approval of Bailey Lake and Chisenhall parking lot expansions as part of Capital Improvements Program (CIP)
- October 2021: Council approved design contract with Baird, Hampton and Brown for construction documents
- March 2023: Council approved the .39 acre land purchase required to expand Bailey Lake's parking from Burleson Independent School District
- April 13, 2023: Presented to Parks Board for recommendation



Project Sites

Chisenhall Site Plan



	NUMBER OF PARKING SPACES
PROPOSED	96
ADA	4
TOTAL	100
FUTURE	214
ADA	7
TOTAL	321

WARNING!
PROJECT LOCATED WITHIN THE FEMA
FLOODPLAIN AND FLOODWAY. WATER
SURFACE ELEVATIONS MAY REACH 71'
OR HIGHER. CONTRACTOR ASSUMES A
RISK ASSOCIATED WITH WORKING,
STOCKPILING, AND EQUIPMENT STORAGE
IN THIS LOCATION.

B=B

BAIRD, HAMPTON & BROWN
engineering and surveying

3801 William D. Tate Ave., Ste 500 Grapevine, TX 76051
mail@bbbc.com • 817.251.8550 • bbbnc.com
TBP&LS Firm #44, #10011300, #10011302, #10159448

City of Burleson
CHISENHALL FIELDS & BAILEY
LAKE PARK IMPROVEMENTS
BURLESON, TX 76028

CHISENHALL OVERALL SITE PLAN		
NO.	DESCRIPTION	DATE



PROJECT NUMBER:	2020.735.0
DATE:	8/10/22
DRAWN BY:	
DESIGN BY:	LL
CHECKED BY:	

SHEET
2

Bailey Lake Site Plan



Project Scope

- Remove existing materials
- Site grading
- Subgrade stabilization
- Concrete paving for spaces and drives
- Striping and signage
 - Additional 52 spaces for Bailey Lake (new total of 63 spaces total for park)
 - Additional 100 spaces for Chisenhall (new total of 775 spaces for complex)
- Turf and landscape improvements
- Lighting



Bid Summary



- Total Construction Budget: \$2,001,000
- Total qualified bids: 5
- Bid range:
 - High \$2,223,153.10
 - Low \$1,629,631.30
- Recommended award:
 - Contractor: Northstar Construction, LLC
 - Bid: \$1,629,631.30
 - 10% contingency: \$162,963.13
 - Total award: \$1,792,594.43
- Additional non-contract costs:
 - Materials testings: \$12,000
 - Public Works inspections: \$45,000.00
 - Accessibility Inspection: \$1,700.00
 - Total non-contract costs: \$58,700.00
- Funding source: 4B Bonds

Estimated Timeline



Options

Staff Recommendation



Approve awarding a contract to Northstar Construction, LLC in the amount of \$1,792,594.43 for the construction of Bailey Lake Park and Chisenhall Fields parking expansions

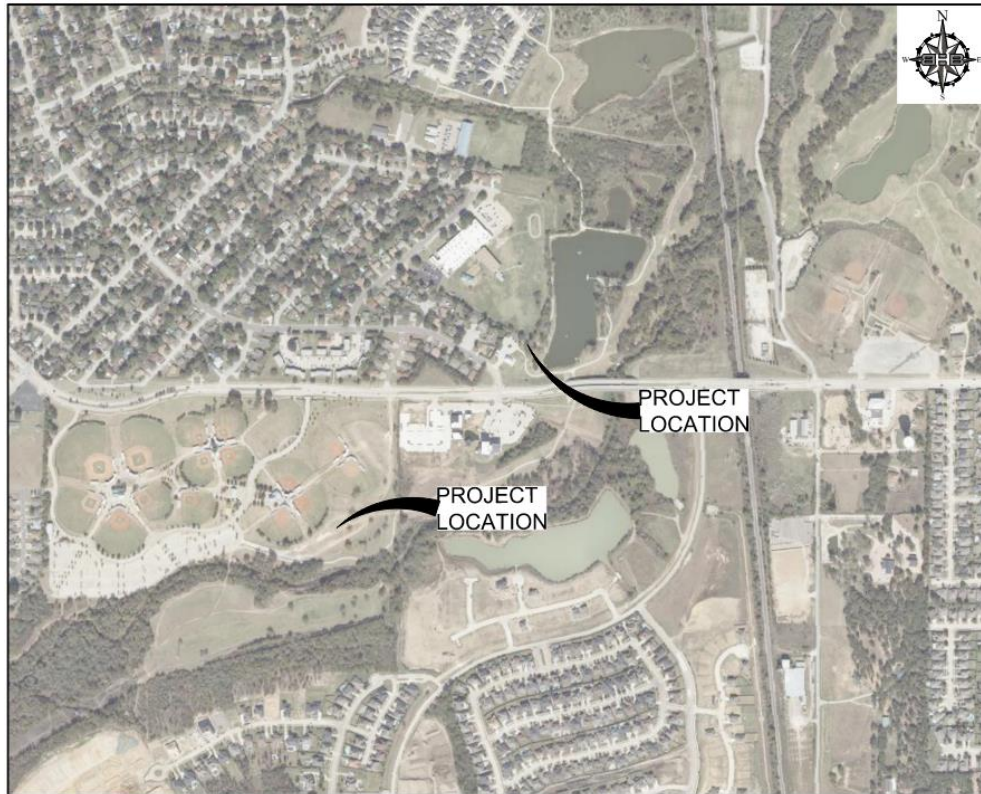


Deny

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

**CHISENHALL FIELDS & BAILEY LAKE PARK
IMPROVEMENTS**

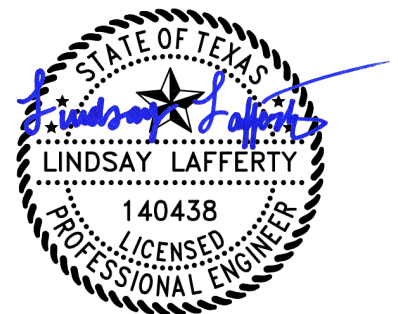
SE GARDENS BLVD & W HIDDEN CREEK PKWY
PAVING, LANDSCAPE, & SITE LIGHTING IMPROVEMENTS



IN THE
CITY OF BURLESON
August 2022



Chris Fletcher, Mayor
Eric Oscarson, Public Works Director
Jen Basham, Director of Parks and Recreation



03-07-2023

BHB Engineering & Surveying
3801 William D. Tate, Suite 500, Grapevine, TX 76051
Tel (817) 251-8550, Fax (817) 251-8810
BHB No. 2020.735.001

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Division 200-800

Refer to NCTCOG Standard Specifications for Public Works Construction
200 Site Protection and Preparation
300 Roadway Construction
400 Roadway Maintenance and Rehabilitation
500 Underground Conduit Construction and Appurtenances
600 Conduit and Appurtenance Rehabilitation
700 Structures
800 Miscellaneous Construction and Materials

SECTION II CONSTRUCTION PLANS

Refer to accompanying construction plans titled "Parking Additions at Chisenhall Fields & Bailey Lake Park" by BHB Engineering & Surveying, Inc.

Notice to Bidders
City of Burleson, Texas

General Notice

The City of Burleson (Owner) is requesting Bids for the construction of Chisenhall Fields & Bailey Lake Park Parking Additions.

Bids for the construction of the Project will be received electronically through the City's strategic sourcing platform Bonfire <https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>. Information and bidding documents for the project will be available at no cost beginning Monday, March 8, 2023 until March 24, 2023 at 10:00 AM CST.

The total project includes the addition of just over 100 parking spaces at Chisenhall Fields, and will propose a total of 63 parking spaces at Bailey Lake Park.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. All questions must be submitted through Bonfire and will be answered by formal addendum.

This Advertisement is issued by:

Owner: **City of Burleson, Texas**
By: **Andrea Anderson**
Title: **Purchasing Agent**
Date: **March 8, 2023 and March 15, 2023**

DIVISION 2
BID PROPOSAL

TO: Jen Basham
Director of Parks and Recreation
c/o David Lopez
Deputy Director of Parks
City of Burleson Parks and Recreation
533 NW Summercrest Blvd
Burleson, TX 76028

BID PROPOSAL FOR:

PARKING ADDITIONS AT CHISENHALL FIELDS AND BAILEY LAKE PARK
Paving Improvements

The undersigned Bidder, pursuant to the foregoing Notice to Bidders, having carefully examined the Notice to Bidders, the General Conditions, this Proposal, the Special Conditions, the Construction Contract, the Performance Bond, the Payment Bond, the Maintenance Bond, the Material Specifications, the Construction Specifications, the Plans, the project site and understanding the amount of work to be done, and the prevailing conditions, hereby proposes to do all the work, furnish all labor, equipment and material which is necessary to fully complete the work as provided in the Plans and Contract Documents.

Total quantities given in the bid proposal may not reflect actual quantities; however, they are given for the purpose of bidding on and awarding the contract.

Upon acceptance of this proposal, the bidder is bound to execute a contract and bonds, according to the prescribed forms, and to furnish and install the following units of work at the prices quoted as found in the following pages.

The overall project includes Paving, Landscape, and Site Lighting Improvements for Chisenhall Fields & Bailey Lake Park.

Parking Lot Improvements at Bailey Lake Park and Chisenhall Fields

City of Burleson, Texas

PUBLIC IMPROVEMENTS

No.	Item Description	Unit	Quantity	Unit Price	Amount
<u>Paving Improvements - Bailey Lake Park</u>					
1	Provide & Install Project Sign	EA	1	\$ 700.00	\$ 700.00
2	Implement & Maintain Erosion Control Measures	MO	2	\$ 4,000.00	\$ 8,000.00
3	Implement & Maintain Traffic & Pedestrian Control	MO	2	\$ 3,150.00	\$ 6,300.00
4	Remove 0"-12" Tree	EA	8	\$ 100.00	\$ 800.00
5	Remove 13"-24" Tree	EA	3	\$ 130.00	\$ 390.00
6	Sawcut & Remove Existing Pavement	LF	530	\$ 6.00	\$ 3,180.00
7	Demo/Remove Concrete Curb & Gutter	LF	325	\$ 2.60	\$ 845.00
8	Demo/Remove Concrete Pavement	SF	1825	\$ 2.00	\$ 3,650.00
9	Remove & Salvage Chain Link Fence	LF	305	\$ 2.00	\$ 610.00
10	Remove & Reinstall Signs	EA	1	\$ 265.00	\$ 265.00
11	Provide Lime for Subgrade (36lb/SY)	TON	31.5	\$ 386.00	\$ 12,159.00
12	Install Lime Stabilized Subgrade (6")	SY	1750	\$ 15.40	\$ 26,950.00
13	Construct Reinforced Concrete Pavement (6")	SY	1641	\$ 73.00	\$ 119,793.00
14	Construct 6" Curb (Attached)	LF	1010	\$ 9.00	\$ 9,090.00
15	Construct Reinforced Concrete Sidewalk w/ Compacted Subgrade	SF	1940	\$ 7.00	\$ 13,580.00
16	Pavement Markings	LF	870	\$ 1.50	\$ 1,305.00
17	Provide & Install "Parking in Floodplain Warning" Sign	EA	1	\$ 300.00	\$ 300.00
18	Earthwork Haul-Off	CY	330	\$ 6.50	\$ 2,145.00
19	Reinstall Salvaged or Install New Chain Link Fence	LF	295	\$ 39.00	\$ 11,505.00
Subtotal for Bailey Lake Park Paving Improvements =					\$ 221,567.00
<u>Site/Landscape Improvements - Bailey Lake Park</u>					
20	Provide & Install Solid Sod	SY	664	\$ 10.00	\$ 6,640.00
21	Provide & Install 3" Caliper Trees (includes below ground staking and mulch)	EA	6	\$ 800.00	\$ 4,800.00
22	Provide & Install 7' Tall Ornamental Trees (includes below ground staking and mulch)	EA	1	\$ 620.00	\$ 620.00
23	Reinstall Transplanted Trees (includes below ground staking and mulch)	EA	2	\$ 3,500.00	\$ 7,000.00
24	Provide & Install 4" Pot Groundcover (includes bed prep & mulch)	EA	1,080	\$ 29.00	\$ 31,320.00
25	Provide & Install Basalt Gravel Groundcover	SF	465	\$ 12.00	\$ 5,580.00
26	Provide & Install Irrigation for all new landscape	LS	1	\$ 70,000.00	\$ 70,000.00
27	Provide & Install Steel Edging	LF	265	\$ 14.40	\$ 3,816.00
Subtotal for Bailey Lake Park Landscape Improvements =					\$ 129,776.00
<u>Site Lighting Improvements - Bailey Lake Park</u>					
28	Mobilization	LS	1	\$ 48,000.00	\$ 48,000.00
29	Remove & Salvage Light Pole	EA	1	\$ 1,450.00	\$ 1,450.00
30	Provide & Install Ground Box	EA	2	\$ 450.00	\$ 900.00
31	Provide & Install Conduit with Conductor	LF	150	\$ 20.00	\$ 3,000.00
32	Reconnect Conductors	EA	6	\$ 50.00	\$ 300.00
33	Provide & Install Site Light Type S1	EA	1	\$ 5,300.00	\$ 5,300.00
34	Provide & Install Site Light Type S2	EA	1	\$ 5,450.00	\$ 5,450.00
35	Utility Pot-Holing	EA	3	\$ 500.00	\$ 1,500.00
36	Provide & Install #10 Condr. Ex. Conduit	LF	450	\$ 1.30	\$ 585.00
Subtotal for Bailey Lake Park Electrical Improvements =					\$ 66,485.00
TOTAL FOR BAILEY LAKE PARK PARKING IMPROVEMENTS =					\$ 417,828.00

No.	Item Description	Unit	Quantity	Unit Price	Amount
Public Paving Improvements - Chisenhall Fields					
37	Provide & Install Project Sign	EA	1	\$ 700.00	\$ 700.00
38	Implement & Maintain Erosion Control Measures	MO	4	\$ 4,200.00	\$ 16,800.00
39	Implement & Maintain Traffic & Pedestrian Control	MO	4	\$ 3,000.00	\$ 12,000.00
40	Remove 13"-24" Tree	EA	2	\$ 800.00	\$ 1,600.00
41	Remove & Dispose Gravel Pavement	SY	5380	\$ 1.00	\$ 5,380.00
42	Remove & Salvage Wooden Fence	LF	2925	\$ 3.00	\$ 8,775.00
43	Remove & Reinstall Signs	EA	5	\$ 300.00	\$ 1,500.00
44	Provide Lime for Subgrade (36lb/SY)	TON	160	\$ 386.00	\$ 61,760.00
45	Install Lime Stabilized Subgrade (6")	SY	8866	\$ 7.80	\$ 69,154.80
46	Construct Reinforced Concrete Pavement (6")	SY	8060	\$ 70.00	\$ 564,200.00
47	Construct 6" Curb (Attached)	LF	3575	\$ 8.60	\$ 30,745.00
48	Construct Reinforced Concrete Sidewalk w/ Compacted Subgrade	SF	7100	\$ 7.00	\$ 49,700.00
49	Provide & Install Permanent Erosion Control Blanket at Curb Gaps	SF	250	\$ 16.60	\$ 4,150.00
50	Pavement Markings	LF	1820	\$ 1.40	\$ 2,548.00
51	Provide & Install "Parking in Floodplain Warning" Sign	EA	2	\$ 290.00	\$ 580.00
52	Earthwork Haul-Off	CY	2130	\$ 6.00	\$ 12,780.00
53	Reinstall Salvaged or Construct New Wooden Fence	LF	555	\$ 9.00	\$ 4,995.00
Subtotal for Chisenhall Paving Improvements =					\$ 847,367.80
Landscape Improvements - Chisenhall Fields					
54	Provide & Install 3" Caliper Trees (includes below ground staking and mulch)	EA	16	\$ 840.00	\$ 13,440.00
55	Provide & Install 7' tall Ornamental Trees (includes below ground staking and mulch)	EA	14	\$ 620.00	\$ 8,680.00
56	Provide & Install 3 Gallon Shrubs (includes bed prep & mulch)	EA	42	\$ 55.00	\$ 2,310.00
57	Provide & Install Decomposed Granite Groundcover	SF	9,095	\$ 4.30	\$ 39,108.50
58	Provide & Install Irrigation for all new landscape	LS	1	\$ 81,500.00	\$ 81,500.00
59	Provide & Install Solid Sod	SY	1,398	\$ 9.00	\$ 12,582.00
60	Provide & Install Hydro-mulch	SY	2,717	\$ 5.00	\$ 13,585.00
61	Provide & Install Steel Edging	LF	100	\$ 14.40	\$ 1,440.00
Subtotal for Chisenhall Landscape Improvements =					\$ 172,645.50
Site Lighting Improvements - Chisenhall Fields					
62	Oncor Coordination	LS	1	\$ 2,600.00	\$ 2,600.00
63	Ground Box	EA	11	\$ 450.00	\$ 4,950.00
64	(3)-1-1/4" Conduit Trench	LF	20	\$ 53.00	\$ 1,060.00
65	(2)-1-1/4" Conduit Trench	LF	2750	\$ 30.00	\$ 82,500.00
66	#4 Conductor	LF	5100	\$ 2.60	\$ 13,260.00
67	#6 Conductor	LF	3150	\$ 2.00	\$ 6,300.00
68	Site Light Type S1	EA	5	\$ 5,360.00	\$ 26,800.00
69	Site Light Type S1-2	EA	2	\$ 5,360.00	\$ 10,720.00
70	Site Light Type S2	EA	7	\$ 5,400.00	\$ 37,800.00
71	New Circuit Breaker	EA	1	\$ 1,000.00	\$ 1,000.00
72	Musco Lighting Controls	LS	1	\$ 2,100.00	\$ 2,100.00
73	EE No. 1 Work	LS	1	\$ 2,700.00	\$ 2,700.00
Subtotal for Chisenhall Electrical Improvements =					\$ 191,790.00
TOTAL FOR CHISENHALL PARKING IMPROVEMENTS =					\$ 1,211,803.30
PROJECT TOTAL =					\$ 1,211,803.30

No.	Item Description	Unit	Quantity	Unit Price	Amount
<u>Deduct Alternate 1 - Chisenhall Fields Parking</u>					
1	Provide Lime for Subgrade (36lb/SY)	TON	28	\$ 350.00	\$ (9,800.00)
2	Install Lime Stabilized Subgrade (6")	SY	1529	\$ 7.00	\$ (10,703.00)
3	Construct Reinforced Concrete Pavement (6")	SY	1390	\$ 60.00	\$ (83,400.00)
4	Construct 6" Curb (Attached)	LF	251	\$ 7.00	\$ (1,757.00)
5	Pavement Markings	LF	576	\$ 1.00	\$ (576.00)
6	Construct Reinforced Concrete Sidewalk w/ Compacted Subgrade	SF	720	\$ 6.00	\$ (4,320.00)
7	Earthwork Haul-Off	CY	250	\$ 5.00	\$ (1,250.00)
8	Provide & Install 7' tall Ornamental Trees (includes below ground staking and mulch)	EA	11	\$ 500.00	\$ (5,500.00)
9	Provide & Install Decomposed Granite Groundcover	SF	6,367	\$ 3.50	\$ (22,284.50)
10	Ground Box	EA	1	\$ 350.00	\$ (350.00)
11	(2)-1-1/4" Conduit Trench	LF	78	\$ 25.00	\$ (1,950.00)
12	Site Light Type S1-2	EA	2	\$ 4,500.00	\$ (9,000.00)
Subtotal for Chisenhall Deduct Alternate 1 =					\$ (150,890.50)

<u>Deduct Alternate 2 - Chisenhall Fields Parking</u>					
1	Provide Lime for Subgrade (36lb/SY)	TON	35	\$ 3.50	\$ (122.50)
2	Install Lime Stabilized Subgrade (6")	SY	1936	\$ -	\$ -
3	Construct Reinforced Concrete Pavement (6")	SY	1760	\$ -	\$ -
4	Construct 6" Curb (Attached)	LF	1314	\$ 7.00	\$ (9,198.00)
5	Provide & Install Permanent Erosion Control Blanket at Curb Gaps	SF	75	\$ 10.00	\$ (750.00)
6	Provide & Install "Parking in Floodplain Warning" Sign	EA	1	\$ 200.00	\$ (200.00)
7	Earthwork Haul-Off	CY	300	\$ 5.00	\$ (1,500.00)
8	Provide & Install 3" Caliper Trees (includes below ground staking and mulch)	EA	12	\$ 700.00	\$ (8,400.00)
9	Provide & Install Hydro-mulch	SY	1,460	\$ 1.00	\$ (1,460.00)
10	Ground Box	EA	1	\$ 350.00	\$ (350.00)
11	(2)-1-1/4" Conduit Trench	LF	180	\$ 25.00	\$ (4,500.00)
12	#6 Conductor	LF	540	\$ 1.70	\$ (918.00)
13	Site Light Type S2	EA	5	\$ 4,000.00	\$ (20,000.00)
Subtotal for Chisenhall Deduct Alternate 2 =					\$ (47,398.50)

*The unit price amounts in words shall supersede the unit price amounts in figures.

The undersigned hereby declares he has visited the site of the work, and has carefully examined the contract documents relating to the work covered by the above bid.

The undersigned further declares that he will work to carry out the above-mentioned work covered by this proposal in strict accordance with the Contract Documents, and the requirements pertaining hereto, for the sums set forth.

The undersigned agrees to commence work within ten (10) days after written Notice to Proceed, or as otherwise outlined in the Notice to Proceed. Contractors proposes to fully complete work on which he has bid within 120 working days from the written Notice to Proceed.

Enclosed with the proposal is satisfactory Bid Security in the form of a Cashier's or Certified Check for:

5% of Greatest Amount Bid and / Dollars (\$ 5% GAB) or a Bid Bond for the amount of five (5%) percent of the Base Bid.

It is understood that the Bid Security shall be collected and retained by the OWNER as liquidated damages in the event a contract award is made by the OWNER based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within fifteen (15) calendar days from the date he/she is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.

Respectfully submitted,

Name: Michael A. Heimlich
(Name and Title)

Michael A. Heimlich, President
(Print Name and Title)

Northstar Construction, LLC
Company

Attested by:

Sandy Martinez
Sandy Martinez, Office Manager
(Print Name and Title)

Company Name and Address:

2112 Solona Street

Fort Worth, Texas 76117

(SEAL)

If Bidder is a Corporation

Note:

Do not detach this Proposal from the Contract Documents.

Make all entries on these pages in ink and submit complete with any required bond.

DIVISION 3
GENERAL PROVISIONS

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ITEM 101. DEFINITIONS AND ABBREVIATIONS

101.1. DEFINITIONS

The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract be construed as follows, unless a different meaning is clear from the context:

Addendum, Bulletin or Letter of Clarification: Any additional contract provisions, or change, revisions or clarification of the contract documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

Advertisement: All of the legal publications pertaining to the work contemplated or under contract.

Approved, Directed, Required, and Words of Like Import: Whenever they apply to the work or its performance, the words "directed," "required," "permitted," "ordered," "designated," "established," "prescribed" and words of like import used in the contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and "approved," "acceptable," "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

Backfill: embedment and final backfill

Base: a layer of specified material of plan thickness placed immediately below the pavement course surfacing.

Bedding: material upon which a pipe rests.

Bid: The written statement or statements duly filed with the OWNER specified in the advertisement for bids of these specifications by the person, persona, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.

Bidder: Any person, persons, partnership, company, firm, association, or corporation acting directly or through a duly authorized representative submitting a bid for the work contemplated.

Bulletin: see Addendum.

Calendar Days: Any successive days of the week or month, no days being excepted. It shall be taken to mean the same as a normal calendar day.

Change Order: A properly authorized written order to the CONTRACTOR, signed by the OWNER directing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or the contract time.

Completion Time: The time set forth in the contract for the performance and completion of the work contracted for. The time may be expressed as calendar days, working days or a specific date.

Conflict of Interest: A conflict of interest is when any person employed by bidder or bidder's company has any known business relationships, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the OWNER.

Construction Equipment: All machinery of 25 horsepower or more which is powered by an internal combustion engine, but which is not used solely for competition or as a motor vehicle subject to the requirements of Texas Transportation Code 502.002. This includes, but is not limited to, excavators, graders, generators, and similar equipment.

Contract or Contract Documents: Contract documents are all of the written, printed, typed and drawn instruments that comprise and govern the performance of the contract as defined herein. The contract and contract documents include the advertisement, instructions to bidders, proposal, addendum, specifications, including the general, special and technical conditions, provisions, plans or working drawings — and any change orders, or supplemental agreements pertaining to the work or materials thereof; and bonds and any additional documents incorporated by reference in the above.

Contract Price: The total monies payable to the CONTRACTOR under the terms and conditions of the contract documents. When used in such context, it may also mean the unit price of an item of work under the contract terms.

Contract Time: See "Completion Time"

Contract Work: Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by any one or more parts of the contract documents, except "extra work" as hereinafter defined; it being understood that, in case of any inconsistency between any part or parts of this Contract, the OWNER shall determine which shall prevail in accordance with Item 105.1, Contract Documents hereof.

Consulting Engineer: The person, firm, or entity hired as an independent consultant by the OWNER to design the Project and represent the OWNER in the administration of the CONTRACT in whatever capacity the OWNER designates; the OWNER may, at its sole option, designate the Consulting Engineer to be the Engineer for

purposes of administration of the CONTRACT. The Consulting Engineer shall be understood to be the Consulting Engineer of the OWNER, and nothing contained in the CONTRACT Documents shall be construed to make the Consulting Engineer an employee of the OWNER, nor shall they be construed to create any contractual or agency relationship between the Consulting Engineer and the CONTRACTOR. The term includes the officers, employees, associates, agents, and subconsultants of Consulting Engineer, if any.

CONTRACTOR: The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, as an independent CONTRACTOR entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

Other CONTRACTORS: Any CONTRACTOR, other than the CONTRACTOR or its SUBCONTRACTORS, who has a direct contract with the OWNER for work on or adjacent to the site of the work.

Days: See "Completion Time"

Deleterious: Substances, elements, or components are those that are damaging, harmful, undesirable, or adulterating to the integrity or purity of the specified base material.

Drawings or Contract Drawings: Only those drawings specifically entitled as such and as specified in the contract, or in any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

Embedment: bedding and initial backfill.

Engineer: The Engineer or its duly authorized representative means the Engineer of the OWNER.

Equal: Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in Item 106.1. Substitution of Materials, as determined by the OWNER.

Extra Work: Work other than that which is expressly or impliedly required by the Contract documents at the time of the execution of the Contract.

Final backfill: material required to fill the trench from the top of the initial backfill to ground elevation or subgrade of a street.

Hazardous Substance:

- (1) any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite, or actinolite, whether friable or non-friable;
- (2) any polychlorinated biphenyls (PCBs), or PCB-containing materials, or fluids;
- (3) radon; any other hazardous, radioactive, toxic, or noxious substance, material, pollutant, or solid, liquid or gaseous waste;
- (4) any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;
- (5) any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;
- (6) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance;
- (7) and any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

Initial backfill: material that covers the wastewater collection system and water lines.

Inspector: Any representative of the OWNER designated to inspect the work.

Letter of Clarification: see Addendum.

Low-Use Equipment: Any piece of equipment which is used for less than ten hours per week on a single public works contract.

Maintenance Bond: A bond executed by a corporate surety in accordance with Section 3503.002, Vernon's Texas Insurance Code, in the amount of the contract guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents.

Major Item: A major item is any line item of the work to be performed which amounts to 5 percent or more of the total contract amount.

Material Man or Supplier: Any SUBCONTRACTOR contracting with the CONTRACTOR, or any of its SUBCONTRACTORS, to fabricate or deliver or who actually fabricates or delivers, materials, supplies or equipment to be consumed or incorporated into the work.

Notice: Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery, or if electronically delivered, effective as described in Item 105.8. Service of Notices.

OWNER: The public governmental agency identified throughout the contract documents or the entity as specifically identified in the contract. The term OWNER means the OWNER or its authorized representative(s).

OWNER's Representative: The Engineer or other duly authorized assistant, agent, inspector or superintendent acting within the scope of the particular duties instructed to him or her by the OWNER.

Payment Bond: A bond executed by a corporate surety in accordance with Section 3503.002, Texas Insurance Code and Chapter 2253, Texas Government Code, in the amount of the contract, solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the general CONTRACTOR or a SUBCONTRACTOR to supply public work labor or material.

Performance Bond: A bond executed by a corporate surety in accordance with Section 3503.002, Texas Insurance Code and Chapter 2253, Texas Government Code, in the amount of the contract, solely for the protection of the OWNER, conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

Plan or Plans: The plans are the drawings or reproductions therefrom made by or approved by the OWNER showing in detail the location, dimension and position of the various elements of the project, including such profiles, typical cross-sections, layout diagrams, working drawings, preliminary drawings and such supplemental drawings as the OWNER may issue to clarify other drawings or for the purpose of showing changes in the work hereinafter authorized by the OWNER. The plans are usually bound separately from the other parts of the Contract Documents, but they are part of the Contract Documents just as though they were bound therein.

Proposal: The written and signed offer of the bidder, when submitted on approved proposal forms, to perform the contemplated work and furnish the necessary material and labor in accordance with the provisions of the plans and specifications, special and general provisions, and all contract documents.

Site: The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

Special Provisions or Conditions: The special clauses of the contract, setting forth conditions or requirements peculiar to the specific project involved, supplementing the standard or general specifications and taking precedence over any conditions or requirements of the standard or general specifications with which they are in conflict.

Specifications or Contract Specifications: All of the general, special and technical conditions or provisions, and all addendum or supplements thereto.

Subbase: a layer of specified material of plan thickness between a base and a subgrade.

SUBCONTRACTORS: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

Subgrade: that portion of the roadbed upon which the subbase, base or the pavement is to be placed. It includes the OWNER'S required distance beyond the back of the curb for streets, which are to be paved with concrete.

Superintendent: A person who has permission to act as an agent of the CONTRACTOR and has authority to issue both verbal and written agreements.

Sureties: The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract, and for any and all requirements as set out in the specifications, Contract or plans. In order for a surety to be acceptable, the surety shall conform to the requirements of Section 3503.002, Texas Insurance Code.

Texas Low Emission Diesel (TxLED): Diesel fuel which is compliant with the TxLED program requirements as set forth by the TCEQ.

Work: All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the contract.

Working Time: See "Completion Time"

Working Day: A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes, in which weather or other

conditions not under the control of the CONTRACTOR shall permit the performance of the principal units of work underway for a continuous period of not less than seven hours between 7:00 am and 6:00 pm. A principal unit of work shall be that unit which controls the completion time of the contract.

101.2. ABBREVIATIONS AND ACRONYMS

References to specifications, standards, and guidelines throughout this text shall refer to the most current adopted versions. Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

%	Percent
'	Foot or Feet
"	Inch or Inches
#	Pound or pounds, or number if it precedes a numeral
AASHTO	American Association of State Highway and Transportation Officials
ABA	American Bankers Association
ACI	American Concrete Institute
am, a.m.	Before noon
ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
Asph.	Asphalt
Assn.	Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
APWA	American Public Works Association
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
B _c	Outside diameter of Pipe
B _d	Trench width
BMP	Best Management Practice
C	Centigrade
cc	Cubic Centimeter
CFR	Code of Federal Regulations
cfs	Cubic feet per second
CI	Cast Iron
CL	Center Line
cm	Centimeter
CO	Cleanout
C.O.C.	Cleveland Open Cup
Conc.	Concrete
Cond.	Conduit
Corr.	Corrugated
cSt	Centistokes (Viscosity)
Cu.	Cubic
Culv.	Culvert
CY, C.Y.	Cubic Yard
D	Inside Diameter
DI	Ductile Iron
Dia.	Diameter
Dr.	Driveway
Elev.	Elevation
F	Fahrenheit

FM	Factory Mutual
fps	Feet per second
Ft.	Foot or Feet
Gal.	Gallon
g, gm	Gram
HDPE	High Density Polyethylene
HP	Horsepower
Hr.	Hour
ID	Inside Diameter
in.	Inch or Inches
ISSA	International Slurry Surfacing Association
iSWM	Integrated Stormwater Management
Kg or kg	Kilogram
kPa	Kilopascals
L	Liter
Lb.	Pound or Pounds
LDPE	Low Density Polyethylene
LF.	Linear foot or feet
Lin.	Linear
LL	Liquid Limit
LLDPE	Linear Low Density Polyethylene
LMDPE	Linear Medium Density Polyethylene
LOI	Loss on Ignition
M	Meter
Max.	Maximum
MH	Manhole
Min.	Minimum or Minute
M.J.	Mechanical Joint
mm	Millimeter
Mod.	Modified
Mono.	Monolithic
mph	Miles per hour
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
MS4	Municipal Separate Storm Sewer System
MPa	Megapascal
MUTCD	(Texas) Manual on Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
Nat'l	National
NEMA	National Electrical Manufacturers Association
No.	Number
N.P.T.	National Pipe Thread
NRMCA	National Ready-mixed Concrete
NSF	National Sanitation Foundation
o.d., OD	Outside Diameter
OSHA	Occupational Safety and Health Administration
oz.	Ounce
Pa	Pascal
PI, P.I.	Plasticity Index
pm, p.m.	After noon
psi	Pounds per Square Inch
PVC	Polyvinyl Chloride
PVCO	Molecularly Oriented PVC

R	Radius
RAP	Recycled/Reclaimed Asphalt Pavement
RCP	Reinforced Concrete Pipe
RCRA	Resource Conservation and Recovery Act
Reinf.	Reinforced or reinforcing
Rem.	Remove
Rep.	Replace
R/W, ROW,	Right-of-Way
R of W	
Sani., San.	Sanitary
Sec.	Second
S.F.	Square Foot or Saybolt Furol (Viscosity)
Sq.	Square
SSPC	The Society for Protective Coatings [formerly Steel Structures Painting Council]
St.	Street or Storm
Std.	Standard
Str.	Strength
SWPPP	Storm Water Pollution Prevention Plan
SY	Square Yard
TAC	Texas Administrative Code
TAS	Texas Accessibility Standards
Tex-###-X	Refer to TxDOT <i>Manual of Testing Procedures</i>
TCEQ	Texas Commission on Environmental Quality [formerly Texas Natural Resource Conservation Commission (TNRCC)]
TDLR	Texas Department of Licensing and Regulations
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
TxDOT Item #	Refer to TxDOT <i>Standard Specifications for Construction of Highways, Streets and Bridges</i>
UL	Underwriter's Laboratory
um, µm	Micrometers
US, U.S.	United States
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
Vert.	Vertical
Vol.	Volume
Wt.	Weight
Yd.	Yard

ITEM 102. PROPOSAL PROCEDURES

102.1. PROPOSAL FORM

The OWNER shall furnish bidders with proposal forms which shall state the general location and description of the contemplated work and which shall contain an itemized list of the items of work to be done or materials to be furnished, and upon which bid prices are asked. The proposal form shall specify the form and amount of the proposal guaranty.

102.2. QUANTITIES IN PROPOSAL FORM

The quantities of the work and materials set forth in the proposal form or on the plans approximately represent the work to be performed and materials to be furnished, and are for the purpose of comparing the bids on a uniform basis. Payment shall be made to the CONTRACTOR only for the actual quantities of work performed or materials furnished as measured in the field or otherwise determined by the OWNER in accordance with the Contract; and it is understood that the quantities may be increased or decreased as hereinafter provided, without in any way invalidating the bid prices.

102.3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

Bidders are advised that the plans, specifications and other documents on file as stated in the advertisement shall constitute all the information, which the OWNER shall furnish. Bidders are required, prior to submitting any proposal, to review the plans and read the specifications, proposal, Contract and bond forms carefully; to obtain and read the most current versions of all referenced State, Federal, and National standards; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required to make a proposal.

No information given by the OWNER or any official thereof, other than that shown on the plans and contained in the specifications, proposals and other Contract documents, shall be binding upon the OWNER. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data, which are necessary for full and complete information upon which the proposal may be based. Any bidder, by submitting a bid, represents and warrants: that it has prepared the bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that it has done any inspection or test it deems appropriate; that it has reviewed, studied and examined its bid prior to the signing and submission of same; and that it was cognizant of the terms of its proposal, verified its calculations and found them to be correct and agrees to be bound thereby.

102.4. PREPARATION OF PROPOSAL

The bidder shall submit its proposal on the forms furnished or approved by the OWNER. All blank spaces in the form shall be correctly filled in and the bidder shall state the prices, both in words and numerals, for which it proposes to do the work contemplated or furnish the material required. Such prices shall be written in ink distinctly and legibly or submitted electronically if allowed by OWNER. In cases of discrepancy, the OWNER shall select the one most favorable to the OWNER, provided that it does not create a material mistake in the bid or otherwise change the result of bidding. If an individual submits the proposal, that individual or duly authorized agent must sign the proposal. If an association or partnership submits the proposal, the name and address must be given and the proposal signed by a duly authorized member of the association or partnership. If a corporation submits the proposal, the corporate name and business address must be given and the proposal signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the proposal must be properly certified and must be in writing and submitted with the proposal.

When allowed by the bid documents, bids by internet, electronic mail or facsimile are acceptable as long as all legal and bid requirements are met. The CONTRACTOR accepts all risks associated with bidding in this manner. It is understood and agreed that the proposal may not be withdrawn once the bid-opening process has begun.

102.4.1. Safety Record. If the safety record is part of the bid requirements in accordance with Section 252.0435, Local Government Code, each CONTRACTOR bidding on projects must submit a notarized

affidavit with its bid attesting to its safety record. This information may be considered in determining the responsibility of the bidder for purposes of award.

102.5. PROPOSAL GUARANTY

No proposal shall be considered unless it is accompanied by a cashier's check on any state or national bank or acceptable bidder's surety bond, as specified in Item 103. Award and Execution of Contract, payable unconditionally to the OWNER. The cashier's check or bidder's surety bond shall be in the amount of not less than five percent of the total amount of the bid. The proposal guaranty is required by the OWNER as evidence of good faith and as a guarantee that if awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract or pay the damages as set forth below. The bidder's surety bond shall be conditioned that, if the proposal is withdrawn after the bids have been opened or the CONTRACTOR refuses to execute the Contract in accordance with its proposal and provide the required surety bonds, the CONTRACTOR and the surety shall become liable to the OWNER for the amount of the bidder's surety bond.

In the event a cashier's check is submitted along with the proposal of the bidder, and the CONTRACTOR does not execute the Contract and provide the required surety bonds and evidence of insurance within 10 days after receipt of the awarded Contract, or withdraws its bid after bids have been opened, the OWNER shall be entitled to the proceeds of such check.

102.6. FILING OF PROPOSALS

No proposal shall be considered unless it is filed at the place and within the time limit for receiving proposals as stated in the advertisement and/or Notice to Bidders or any addendum.

102.7. WITHDRAWING PROPOSALS

Proposals filed with the OWNER can be withdrawn or modified and redeposited prior to the time set for opening proposals. Request for non-consideration of proposals must be made in writing addressed to the OWNER prior to the time set for opening proposals. After other proposals are opened and publicly read, the proposal for which non-consideration is properly requested will be returned unopened. The proposal may not be withdrawn after the bid opening has commenced. The bidder, in submitting the same, warrants and represents that its bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid shall not and cannot be withdrawn after opening because of any mistake committed by the bidder; provided, however, that any bidder may withdraw its bid 90 days after the actual date of opening thereof, should no award have been made to such bidder.

102.8. OPENING PROPOSALS

The proposals filed with the OWNER shall be opened at the time stated in the advertisement and/or in the Notice to Bidders or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the OWNER.

102.9. CONSIDERATION OF PROPOSAL

After proposals are opened, the proposals shall be tabulated for comparison on the basis of the bid prices and quantities shown in the proposal. Until final award of the Contract, the OWNER reserves the right to reject any or all proposals, to waive technicalities or irregularities at its option, to re-advertise for new proposals or proceed to do the work otherwise in the best interests of the OWNER. Each bidder shall be furnished a copy of the bid tabulation upon request.

102.10. IRREGULAR PROPOSALS

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, unbalanced values or conditions not called for, unauthorized alternate bids or other irregularities of any kind. The OWNER may reject any proposal containing any such irregularity. The OWNER, however, reserves the right to waive any irregularities and to make the award in the best interest of the OWNER.

The BIDDER or CONTRACTOR shall not take advantage of any error in the bidding or contract documents. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown in or mentioned in both. In the case of any apparent difference between the drawings and specifications, or any other apparent error which the BIDDER or the CONTRACTOR may discover, the BIDDER or CONTRACTOR shall refer the matter to the OWNER, to which the decision of the OWNER shall govern. The OWNER shall have the right to correct any error discovered.

102.11. REJECTION OF PROPOSALS

The OWNER reserves the right to reject any or all proposals; and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following reasons, but not necessarily limited thereto:

- (1) proposal received after the time limit for receiving proposals as stated in the advertisement or any subsequently issued addendum;
- (2) proposal unaccompanied by the required bid security;
- (3) proposal constituting a nonresponsive bid;
- (4) proposal containing unsolicited conditions or qualifications;
- (5) failure to use the OWNER'S form of bid bond in submitting proposal, if included in the bid documents; or
- (6) a proposal submitted with a bid bond issued by a surplus line company or by a surety not licensed to transact insurance business in the State of Texas.
- (7) In the judgment of the OWNER, the proposal is incomplete.
- (8) All rejections shall be final.
- (9) The OWNER has the right to reject any and all bids and to accept or reject any and all schedules.

102.12. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their proposal not considered for any of the following reasons, but not necessarily limited thereto:

- (1) reasonable belief that collusion exists among the bidders;
- (2) reasonable belief that any bidder is interested in more than one proposal for the work contemplated;
- (3) the bidder having a history of filing frequent, excessive, meritless, or fraudulent claims against the OWNER, or against other CONTRACTORS on a project of the OWNER, or against other OWNERS or CONTRACTORS;
- (4) the bidder or its surety having defaulted on a previous contract, or the bidder performing poorly on a previous or current contract;
- (5) lack of competency, skill, judgment, financial capability, resources, integrity, reputation, reliability or responsibility to perform the work as revealed by the bid proposal, bid questionnaires, financial statement, performance history or other relevant information obtained by the OWNER.
- (6) uncompleted work which in the judgment of the OWNER shall prevent or hinder the prompt completion of additional work if awarded;
- (7) failure of bidder to use OWNER'S form of bid bond in submitting its bid, or submission of a cashier's check drawn on a state or national bank not located in the OWNER'S jurisdictional area;
- (8) unbalanced value of any bid items;
- (9) the bidder is currently a party to any litigation against the OWNER.
- (10) bidder's unexcused failure to properly and/or timely complete a project with the OWNER.
- (11) the OWNER'S decision that the bidder is disqualified shall be final.

102.13. RETURN OF PROPOSAL GUARANTY

Upon request, the OWNER shall return the proposal guaranties accompanying all proposals (except for the three apparent low proposals, or per policy of the OWNER. The three apparent low proposal guaranties shall be retained by the OWNER until the required Contract and surety bonds have been executed, after which they shall be returned.

ITEM 103. AWARD AND EXECUTION OF CONTRACT

103.1. CONTRACTOR'S WARRANTIES AND UNDERSTANDING

In consideration of, and to induce the award of this Contract to it, the CONTRACTOR represents and warrants:

- (1) that it is financially solvent, and sufficiently experienced and competent to perform the work;
- (2) that the facts stated in the proposal and the information given by it pursuant to the bidding documents are true and correct in all respects;
- (3) that it has read, understood and complied with all the requirements set forth in the bidding documents;
- (4) that it is familiar with and understands all laws and regulations applicable to the work; and
- (5) unless otherwise specifically provided for in the Contract documents, the CONTRACTOR shall do all the work and shall furnish all the tools, equipment, machinery, materials, supplies, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the Contract, the CONTRACTOR represents that it has visited the site of work, has fully familiarized itself with the local and on-site conditions under which the work is to be performed and has correlated its observation with the requirements of the Contract documents. In addition, the CONTRACTOR represents that it has satisfied itself as to subsurface conditions at the site of the work. Information, data and representations contained in the Contract documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the work. The CONTRACTOR agrees that it shall make no claims for damages; additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the work, which vary or differ from conditions or information, contained in the Contract documents. Except as provided in Item 107.24, Existing Structures, Facilities and Appurtenances, all risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

CONTRACTOR assumes all risks for differing site conditions, and all risks and costs.

Unless otherwise stated in the Contract, the CONTRACTOR agrees that all or a portion of the work required by this Contract is a governmental function of the OWNER.

103.2. AWARD OF CONTRACT

The OWNER will attempt to award the Contract within 90 days after the opening of proposals. The award, if made, shall be to the lowest responsible bidder; but in no case shall the award be made until after investigations are made as to the responsibility of the bidder to whom it is proposed to award the Contract. If awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract.

103.3. SURETY BONDS

103.3.1. CONTRACTOR Surety Bonds. With the execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER's bond forms must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER's principal office is located. Such surety bonds shall be in accordance with the provisions of Texas Government Code, Chapter 2253, as amended, and Section 3503.002 of the Insurance Code, as amended. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price with or without notice to the surety, but in no event shall a change which reduces the Contract amount reduce the penal amount of such bonds. If performance and payment bond forms are included in the bid documents, these forms shall be used with this Contract.

103.3.1.1. Performance Bond. A good and sufficient bond in an amount not less than 100-percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or, conditioned on the faithful performance of the work in accordance with the plans, specifications and Contract documents, including performance of any guarantees or warranties required by OWNER, and including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one

year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract documents.

103.3.1.2. Payment Bond. A good and sufficient bond in an amount not less than 100-percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime CONTRACTOR or a SUBCONTRACTOR to supply public work labor or material.

103.3.1.3. Additional or Substitue Bonds. If at any time the OWNER is or becomes dissatisfied with any surety on a performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the Contract shall be deemed due or payable until the substitute or additional bonds have been furnished to and accepted by the OWNER.

103.3.1.4. Bond Amounts Based on Contract Amount. If the amount of the Contract, including OWNER -accepted alternates and allowances, if any, is greater than \$100,000, Performance and Payment Bonds in 100% of the Contract amount are mandatory and shall be provided by the bidder receiving the award. If the Contract amount is greater than \$50,000 but less than or equal to \$100,000, only a Payment Bond in 100% of the Contract amount is mandatory; provided, however, that the bidder receiving the award may elect to furnish a Performance Bond in the same amount if the bidder so chooses. If the Contract amount is less than or equal to \$50,000, the bidder receiving the award may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid to the CONTRACTOR until final completion and acceptance of all work by OWNER. If the bidder receiving the award elects to provide Performance and Payment Bonds in 100% of the Contract amount, progress payments will be disbursed in accordance with the applicable Contract provisions.

103.3.2. Developer Surety Bonds. In order to insure that it might not incur liabilities, an OWNER may require, before it gives approval of the plans for development, that the OWNER of said development shall provide sufficient surety bond(s) to guarantee that claims against such development, in the event of default, shall be satisfied. Model Forms A.10, through A.13, for private development are in Appendix A. Claimants may also seek recovery by other means.

103.3.3. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall meet the applicable requirements of Section 3503.002, Texas Insurance Code and Chapter 2253, Texas Government Code, shall be made on forms furnished by the OWNER, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The Texas Insurance Board can be contacted at 800-578-4677. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate on the bond the name, address and phone number of a representative for the surety located in a county of the State of Texas acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

103.4. INSURANCE

Any insurance policies required under this Item 103.4, Insurance may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

103.4.1. CONTRACTOR'S Insurance. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each SUBCONTRACTOR at its own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. In no case shall the insurance be less than that specified in the contract by the OWNER. Certificates of each policy and a copy of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of

premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated in Model Form A.6. in Appendix A. Coverage shall be of the following types and not less than the specified amounts:

103.4.1.1. Worker's Compensation. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee, \$500,000 disease - policy limit.

103.4.1.2. Commercial General Liability. Commercial general liability insurance, including independent CONTRACTOR'S liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring CONTRACTOR'S (or SUBCONTRACTOR'S) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth in Table 103.4.1.2.(a) General Liability Insurance Minimum Coverage.

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

Table 103.4.1.2.(a) General Liability Insurance Minimum Coverage

General Aggregate	\$1,000,000
Products - Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

103.4.1.3. Automobiles. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

103.4.2. OWNER'S Protective Liability Insurance. CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this Contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

103.4.3. "Umbrella" Liability Insurance. If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

103.4.4. Railroad Protective Insurance. When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

103.4.5. Policy Endorsements and Special Conditions

103.4.5.1. Endorsements. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- (1) each policy shall name the OWNER as an additional insured as to all applicable coverage;
- (2) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required;
- (3) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- (4) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and
- (5) all provisions of the Contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

103.4.5.2. Insurance Requirements. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
- (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
- (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

103.4.5.3. CONTRACTOR Agreements. CONTRACTOR agrees to the following:

- (1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- (2) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- (3) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any SUBCONTRACTORS) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
- (4) no special payments shall be made for any insurance that the CONTRACTOR and SUBCONTRACTORS are required to carry; all are included in the Contract price and the Contract unit prices.
- (5) approval, disapproval or failure to act by OWNER regarding any insurance supplied by CONTRACTOR or its SUBCONTRACTORS shall not relieve CONTRACTOR of full responsibility or liability for damages, errors, omissions or accidents during the term of the Contract.

103.5. EXECUTION OF CONTRACT

103.5.1. OWNER AND CONTRACTOR Responsibilities. The CONTRACTOR shall within 10 business days after receipt of the Contract sign the necessary agreements entering into the required Contract with the OWNER. No Contract shall be binding on the OWNER until all authorized signatures required by law have been affixed and the executed Contract delivered to the CONTRACTOR.

103.5.2. Failure to Execute. The failure of the CONTRACTOR to execute the Contract or provide the required statutory surety bonds within 10 business days after the Contract is received shall constitute a breach of its proposal and the OWNER may annul the award and retain the proceeds of the bid security. In the event the OWNER should re-advertise for bids, the defaulting CONTRACTOR may not be eligible to bid.

103.6. NOTICE TO PROCEED AND COMMENCEMENT OF WORK

Upon OWNER receipt of the executed Contract and the required insurance and surety bonds, a notice to proceed shall be issued by the OWNER indicating the date upon which the Contract time shall start and the projected date of completion. The OWNER will attempt to provide the notice to proceed within the time specified in the plans. The CONTRACTOR shall commence work within 10 days from the date specified in the written notice to proceed. No work shall commence before the notice to proceed has been issued. Unless otherwise specified in the contract, there shall be a preconstruction meeting between the OWNER and CONTRACTOR prior to the commencement of work.

103.7. DELAY OF CONTRACT

The CONTRACTOR shall not be entitled to any claim for damages due to delay in the award or notice to proceed. If the CONTRACTOR encounters any delay occasioned by the OWNER'S failure or inability to obtain right-of-way or is delayed by the relocation or removal of any of the utilities or other installations of similar kind, the CONTRACTOR shall not be entitled to any claim for damages by virtue of any delay. Should the OWNER unreasonably delay the issuance of the notice to proceed through no fault of the CONTRACTOR, the CONTRACTOR shall be entitled only to an extension of Contract time, the Contract amount to remain unchanged. The OWNER has the right to reject any and all bids and to accept or reject any and all schedules. At such time as actual construction has been started, the work will not be stopped or delayed without written permission of the OWNER, excluding delays caused by adverse weather conditions. The CONTRACTOR shall maintain at all times sufficient equipment and personnel on the project to produce satisfactory progress during the construction period.

103.8. ORDER OF WORK TO BE PERFORMED

After a contract has been awarded and before the "Notice to Proceed" is issued, the OWNER reserves the right to prioritize the order of the Work to be performed.

ITEM 104. SCOPE OF WORK

104.1. INTENT OF CONTRACT DOCUMENTS

The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract documents. It is not intended to mention every item of work in the specifications that can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract documents.

The CONTRACTOR shall do all work as provided in the plans, specifications, special provisions, bid and contract, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory manner acceptable to the OWNER. The CONTRACTOR shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary to the satisfactory prosecution and completion of the work.

104.1.1. Arrangement of Specifications and Headings. The inclusion of any particular specification in the various sections and divisions of these specifications does not indicate that it is applicable only to work specified within that section. For any particular item of work on any type of project, the specification describing that item shall govern regardless of the section of these specifications within which it is included. The specifications included herein are grouped together for convenience only and not for the purpose of restricting the application of any specification.

The titles and headings contained in the contract documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this contract.

104.2. CHANGE OR MODIFICATION OF CONTRACT

104.2.1. Increased or Decreased Quantities of Work. The OWNER reserves the right to make changes in the quantities of the work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits.

The OWNER reserves the right to decrease the work under this Contract. Payment to the CONTRACTOR for the Contract items shall be made for the actual quantities of work performed and material furnished at the unit prices set forth in the Contract, except as provided below.

When the quantity of work to be done or of materials to be furnished under any major item of the Contract is more than 125 percent of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work above 125 percent of the quantity stated in the Contract.

When the quantity of work to be done or of materials to be furnished under any major item of the Contract is less than 75 percent of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the work performed.

Any revised consideration shall be paid for as is hereinafter provided under Item 109.3. Payment for Extra Work. The foregoing notwithstanding, the total original Contract amount shall not be increased more than 25 percent; the CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER'S right to reduce the total original Contract amount by more than 25 percent.

The Contract amount or the Contract time can only be increased or decreased by a properly written change order.

104.2.2. Alteration of Plans and Specifications. The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be

considered as waiving or invalidating any condition or provision of the Contract and bonds. Such changes shall be issued by the OWNER.

104.2.3. Extra Work. When any work is necessary to the proper completion of the project and for which no prices are provided for in the proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. Extra Work is further explained in Item 109.3. Payment for Extra Work and Item 104.3. Disputed Work and Claims for Additional Compensation. Payment for Extra Work shall be made as hereinafter provided in Item 109.3. Payment for Extra Work. No work shall be undertaken which requires extra payment without having an executed change order approved by the CONTRACTOR and the OWNER, except when so ordered in writing.

104.2.4. Finality of Change Orders. In addition to the OWNER, the CONTRACTOR shall sign the Change Order Documents to verify the terms and conditions established by the Change Order; however, failure or refusal of the CONTRACTOR to sign a Change Order shall not relieve the CONTRACTOR of its obligation to execute the proposed changes in accordance with this Item and the other terms and provisions of this Contract. Each Change Order shall be specific and final as to prices and the extension of time, if any, and no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order.

104.2.5. General Claim Procedures. Except where otherwise provided in the Contract Documents, claims by the CONTRACTOR, whether for damages, additional compensation, additional time or other reasons must be made by written notice to the OWNER within fourteen days after occurrence of the event or events giving rise to the particular claim. Every claim, whether for damages, additional compensation, additional time or other reasons shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the CONTRACTOR by his or her signature) of the CONTRACTOR, verifying the truth and accuracy of the claim. Such verification shall be a condition precedent to the acceptability of any claim asserted by the CONTRACTOR. The CONTRACTOR shall be deemed to have waived any claim not made strictly in accordance with the procedure and time limits set out in this paragraph.

104.3. DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that:

- (1) certain work necessary or required to accomplish the result intended by this Contract or certain work ordered to be done as contract work by the OWNER is actually Extra Work and not CONTRACTOR work, or
- (2) any determination or order of the OWNER violates the terms and provisions of this Contract, then the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of its contentions with respect thereto and request a final determination by the OWNER. Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a change order covering the Extra Work as provided for in Item 104.2. Change or Modification of Contract hereof, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, the OWNER shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve its right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within fourteen (14) days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest. If the OWNER is properly notified of a protest by the CONTRACTOR, then the cost of such disputed work shall be accounted for in accordance with the force account method described in Item 109.3.3. Force Account Work. Payment, if any is due, shall be made when the OWNER makes a final determination regarding the merit of the CONTRACTOR'S protest. The final determination of the cost

of disputed work under this method, or of any issue regarding the merits of a protest, is not waived by the OWNER'S issuance of any Change Order providing for the funding of the disputed work.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of its protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation of damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of Contract working time only.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, produce for examination and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all its books and records showing all of its acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions shall have been complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of this Contract, except for the sums to be due under the payment provisions of this Contract. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract documents; and in any action against the OWNER to recover any sum in excess of the Contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the OWNER, upon demand therefore, shall also produce for inspection by the CONTRACTOR such records as the OWNER may have with respect to such disputed work or work performed under protest pursuant to order of the OWNER, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the CONTRACTOR'S claim.

104.4. PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or any SUBCONTRACTOR is performing Extra Work in accordance with Item 109.3.3. Force Account Work or is performing disputed work or complying with a determination or order under protest in accordance with Item 104.3. Disputed Work and Claims for Additional Compensation (the cost of which shall also be determined by the method set out in Item 109.3.3. Force Account Work), the CONTRACTOR shall daily furnish the OWNER or other representative of the OWNER at the project site with three copies of verified statements showing:

- (1) the name and number of each worker, foreman, timekeeper, mechanic, or laborer employed on such work or engaged in complying with such determination or order, the character of such work each is doing and the wages paid to him or her, including the rate and amount of payroll taxes, contribution for insurance and federal social security; and
- (2) the nature, cost and quantity of any materials, supplies, tools, plant or construction equipment furnished or used in connection with the performance of such work or in complying with such determination or order, and from whom purchased or rented.

The above required statements and submittals are in addition to and not in lieu of statements or submittals required under Item 104.3. Disputed Work and Claims for Additional Compensation and Item 109.3. Payment for Extra Work. A copy of such statements shall be signed by the OWNER'S representative, noting thereon any items in question, and shall be returned to the CONTRACTOR within two working days after submission. This signature shall not be construed as the OWNER'S agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by OWNER representatives.

The CONTRACTOR and its SUBCONTRACTORS, when required by the OWNER, must also produce for inspection and audit by designated OWNER representatives, any and all of their books, vouchers, records, daily job diaries and reports, canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the such Work or Disputed Work; the amounts expended therefore; and the costs

incurred for insurance premiums and other items of expense directly chargeable to such Extra Work or Disputed Work. The CONTRACTOR must permit the OWNER'S representatives to make extracts there from or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such Extra Work or Disputed Work.

ITEM 105. CONTROL OF WORK

105.1. CONTRACT DOCUMENTS

105.1.1. Priority of Contract Documents. In case of conflict between Contract documents, priority of interpretation shall be in the following order:

- (1) signed agreement (or Contract);
- (2) performance and payment bonds;
- (3) proposal;
- (4) special provisions (or conditions);
- (5) advertisement for bids (or invitation to bidders, or request for proposals);
- (6) project (or Contract) drawings;
- (7) Standard Specifications from Public Works Construction Standards - North Central Texas, and any addendum;
- (8) Standard Drawings from Public Works Construction Standards - North Central Texas, and any addendum;
- (9) referenced specifications.

105.1.2. Correlation of Documents. The Contract documents are complementary and what is called for by any one shall be as binding as if called for by all.

105.1.3. Contract Drawings and Specifications. The OWNER shall furnish the CONTRACTOR such copies of the Contract and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

The plans, the specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the Contract. All requirements occurring in any of them are binding. In cases of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over Standard Specifications, special provisions shall govern over both plans and Standard Specifications.

All other provisions of these Standard Specifications shall remain in force.

105.1.4. Supplemental Drawings and Specifications. In order to carry out the intent of the Contract documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER shall decide that there is no departure from the requirements of the Contract documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, OWNER shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written change order to be issued in accordance with Item 104.2. Change or Modification of Contract herein.

105.1.5. Referenced Standards. All referenced State, Federal, and National standards are the most current version in effect, unless specifically noted otherwise. Referenced standards may include, but are not limited to, the latest version of publications such as *TxDOT Standard Specifications for Construction of Highways, Streets and Bridges*, *TxDOT Manual of Testing Procedures*, Federal Specifications, ASTM designations, AWWA standards, TMUTCD, ADA, TAS, and standards of other professional societies and associations.

105.1.6. Errors and Corrections in Drawings and Specifications. The OWNER shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract documents. The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or

specifications, the CONTRACTOR shall promptly submit the matter to the OWNER who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The work is to be made complete as intended by the Contract documents.

105.2. WORKMANSHIP, WARRANTIES, AND GUARANTEES

105.2.1. Workmanship. Unless otherwise expressly provided in the Contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

105.2.2. Special Warranty. If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract documents, any of the work is found to be defective or not in accordance with the Contract documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

105.2.3. SUBCONTRACTORS' and Manufacturers' Warranties. All SUBCONTRACTORS', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof, provided that if directed by the OWNER, the CONTRACTOR shall assign such warranties and guarantees in writing to the OWNER.

105.2.4. Corrected Work Warranty. Any work repaired or replaced shall be subject to the provisions of this section to the same extent as work originally performed.

105.2.5. Rights and Remedies. The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract documents, or in any way limit the OWNER'S right to recovery of damage due to default under the Contract.

105.3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any SUBCONTRACTOR, manufacturer, supplier or distributor to illustrate some portion of the work. Product data or manufacturer's data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work. Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.

With reasonable promptness and in such sequence as to cause no delay in the work or in the work of the OWNER or any separate CONTRACTOR, CONTRACTOR shall submit an acceptable number of copies of shop drawings, layouts, manufacturer's data and material schedules as may be required by the OWNER for review. Submittals may be checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER may require. Such review by the OWNER shall include checking for general conformance with the design concept of the project and general compliance with information given in the General Contract Documents. Indicated actions by the OWNER, which may result from OWNER'S review, shall not constitute concurrence with any deviation from the plans and specifications unless such deviations are specifically identified by the method described below, and further shall not relieve the CONTRACTOR of responsibility for errors or omissions in the submitted data. The OWNER may require that certain submittals be sealed by a licensed Texas Engineer. Processed shop drawing submittals are not change orders.

If deviations, discrepancies or conflicts between submittals and the design drawings and/or specifications are discovered, either prior to or after submittals are processed, the design drawings and specifications shall govern. Any deviation from the specified criteria shall be expressly stated in writing in the submittal. The CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract documents by the OWNER'S approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed

the OWNER in writing of such deviation at the time of submission and the OWNER has given written approval to the specific deviation.

The purpose of submittals by the CONTRACTOR is to demonstrate that the CONTRACTOR understands the design concept, and that it demonstrates its understanding by indicating which equipment and materials it intends to furnish and install, and by detailing the fabrication and installation methods it intends to use. The CONTRACTOR shall be responsible for dimensions that are to be confirmed and correlated at the job site, fabrication processes and techniques of construction, coordination of its work with that of other trades and satisfactory performance of its work. The CONTRACTOR shall check and verify all measurements and review submittals prior to being submitted, and sign or initial a statement included with the submittal, which signifies compliance with plans and specifications and dimensions suitable for the application. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the OWNER. All such portions of the work shall be in accordance with approved submittals.

The CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations. Three (3) copies of the approved submittals shall be retained by the CONTRACTOR until completion of the project and presented to the OWNER in bound form.

105.4. CONSTRUCTION STAKES

Unless otherwise expressly provided in the Contract drawings or specifications, the CONTRACTOR is responsible for locating or reestablishing project survey control, construction staking, including benchmarks, centerlines, and other measurements necessary for the proper execution of the project. The OWNER shall furnish the CONTRACTOR with all necessary information relating to the lines and grades.

All surveying under this section performed by the CONTRACTOR shall be done by a Texas Registered Professional Land Surveyor (RPLS). After completion of staking, the CONTRACTOR shall furnish survey field notes and cut sheets to the OWNER for review. Review of survey field notes and cut sheets shall in no way relieve the CONTRACTOR of liability for incorrectly setting stakes. When not listed as a separate pay item in the Contract, construction staking shall be considered as incidental work, and the cost thereof shall be included in such pay items as are provided in the Contract.

105.5. MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the Contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- (1) shall constitute a hazard to the work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- (2) shall cause unnecessary or unreasonable inconvenience to the public; or
- (3) shall not produce finished work in accordance with the requirements of the Contract documents; or
- (4) shall not assure the work to be completed within the time allowed by the Contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise OWNER'S right to prohibit such means or methods, shall not relieve the CONTRACTOR of its responsibility for the work or of its obligation to accomplish the result intended by the Contract documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER.

Where the Contract drawings, specifications or bulletins do not require the use of specific means or methods of construction, sequencing of construction or a specific traffic control plan, the CONTRACTOR shall submit its proposed plan of procedure, sequencing or traffic control plan to the OWNER sufficiently in advance of the work affected to permit a reasonable time for review and comments. The sequence of construction and traffic control plan must be approved in advance by the OWNER before construction begins. Failure to submit the proposed plan within a reasonable time shall not create a claim for damages for resulting delay in the work or for damages, nor shall it be a cause for extension of working time to complete the work.

CONTRACTOR further agrees to defend and indemnify OWNER for any claim or cause of action brought by any third party against the OWNER provided for in Item 107.3. Indemnification hereof.

105.5.1. Conformity with the Plans. All work shall conform to the lines, grades, cross-sections, and dimensions shown on the plans. Any deviation from the plans which may be required by the emergency needs of construction will be determined and authorized in writing by the OWNER.

105.5.2. Public Utilities and Other Property to be Changed. In case it is necessary to change or move the property of any OWNER or of a public utility, such property shall not be moved or interfered with until ordered to do so by the OWNER. The right is reserved to the OWNER of public utilities to enter upon the limits of the contract for the purpose of making such changes or repairs to their property that may be made necessary by performance of the contract. The OWNER reserves the right of entering upon the limits of a contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing structures, etc. and for making other repairs, changes, or extensions to any property on the project site.

105.6. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives its personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of its work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in its employ.

If the superintendent or any staff should be or become unsatisfactory to the OWNER, he/she shall be removed by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

The CONTRACTOR shall provide the OWNER a list of a minimum of three working contacts who are available 24 hours per day, seven days per week.

105.7. OWNER'S REPRESENTATIVES

Where the Contract documents indicate that determinations, directions or approvals shall be made by the OWNER or "OWNER'S representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them.

105.7.1. Authority of the Engineer. All work shall be performed in a good and workmanlike manner and to the satisfaction of the Engineer. The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between CONTRACTORS under these specifications and suspension of the work. Engineer shall determine the amount and quality of work performed and materials furnished, and Engineer's decisions and estimates shall be final. Engineer estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due under the Contract.

105.7.2. OWNER'S Representative's Final Determination. The OWNER'S representative's determinations shall be final relative to the proper performance of the work and the materials used, and the CONTRACTOR is bound thereby.

It is hereby covenanted and agreed between the two parties of this Contract that the OWNER'S representative shall review and determine all disputes, controversies or claims of either party in relation to this Contract or its performance. Such determination shall be made in writing by the OWNER'S representative within a reasonable time and shall be final and conclusive upon both the CONTRACTOR and the OWNER. It is further covenanted and agreed between the two parties to the Contract that the determination by the OWNER'S representative shall be a condition precedent to the right of any legal action at law or in equity that either party may have against the other.

105.8. SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall designate an address and, if available, a facsimile number, an email address, and other mutually agreeable contact methods where all notices, directions or other communications may be delivered.

Notices to the surety or sureties on Contract bonds shall be directed or delivered to the surety's home office or to the surety's designated agent for delivery of notices.

Service by mail shall be presumed complete upon deposit of the paper, enclosed in a postpaid, properly addressed envelope, in a post office or official depository under the care and custody of the United States Postal Service. Service by facsimile or email after 5:00 p.m. local time of the recipient shall be deemed delivered on the following business day.

A party may change its designated address, facsimile number, email address, or other mutually agreeable method of communication by delivering written notice of the change, properly signed, to all interested parties.

Nothing herein contained shall be deemed to preclude hand delivery of any notice, direction or communication to a party mentioned above.

105.9. INSPECTION

It is the intent of the OWNER to inspect all work on this project. The CONTRACTOR shall obtain written verification from the OWNER if an inspector is not needed before proceeding with that particular item of work. The CONTRACTOR must pay for all testing needed to determine acceptability for any work done without inspection, as directed by the OWNER.

The CONTRACTOR shall furnish the OWNER with every reasonable facility for ascertaining whether or not the work performed was in accordance with the requirements and intent of the plans and specifications. Any work done (except excavation) or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense.

105.9.1. Removal of Defective and Unauthorized Work. All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may not be measured and paid for and may be ordered removed at the CONTRACTOR'S expense. Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default, in which event the performance bond surety shall complete the Contract.

105.9.2. Final Inspection. Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER that the improvement is ready for final inspection. If the work is not acceptable to the OWNER at the time of such inspection, OWNER shall inform CONTRACTOR as to the particular defects to be remedied before final acceptance shall be made. CONTRACTOR shall promptly remedy the identified defects. The OWNER will notify the CONTRACTOR of the time allowed for correction of the unacceptable items found during the final inspection. The OWNER shall make final inspection of all work included in the Contract as soon as practicable after remedies have been made and the work is ready for acceptance.

105.9.3. Inspection Overtime. Project inspectors must be paid via the contract. The CONTRACTOR is required to reimburse the OWNER or its designated representative for the cost of all inspection overtime which may be necessary for the successful and expeditious prosecution of the work included in this Contract. Requests for overtime inspection must be submitted to the OWNER two working days in advance and on the proper form. Payment to the OWNER or its designated representative for overtime inspection costs will be made within 10 days of receipt of invoice. Failure to submit payment for overtime inspection may result in the

OWNER withholding the next monthly partial payment. No additional compensation or time shall be granted the CONTRACTOR for withheld monthly partial payments due to nonpayment of inspector overtime.

The maximum overtime rate for construction inspectors shall be determined by the OWNER. In case of disputes, the OWNER'S decision shall be final. Model Form A.8. Inspection Overtime is included in Appendix A.

105.10. ACCEPTANCE

Once the work is satisfactory to the OWNER and in accordance with the specifications and Contract documents, the CONTRACTOR shall be issued a certificate of acceptance. The Certificate of Acceptance will not be issued until all work required by the Contract, including all water and wastewater appurtenances have been adjusted to their final position.

ITEM 106. CONTROL OF MATERIAL

106.1. SUBSTITUTION OF MATERIALS

The specifications for materials set out the minimum standard of quality that the OWNER believes necessary to procure a satisfactory project. No substitutions will be permitted until the CONTRACTOR has received written permission of the OWNER to make a substitution for the material that has been specified. Requests for substitution shall be made prior to the date of the preconstruction conference.

Where the term "or equal," or "or approved equal" is used, it is understood that if a material, product, or piece of equipment bearing the name so used is furnished it will be approvable, as the particular trade name was used for the purpose of establishing a standard of quality acceptable to the OWNER. If a product of any other name is proposed for use, the OWNER'S approval thereof must be obtained before the CONTRACTOR procures the proposed substitute.

Where the term "or equal," or "or approved equal" is not used in the specifications, this does not necessarily exclude alternative items or material or equipment which may accomplish the intended purpose. However, the CONTRACTOR shall have the full responsibility of proving that the proposed substitution is, in fact, equal, and the Engineer, as the representative of the OWNER, shall be the sole judge of the acceptability of substitutions. The provisions of this sub-section as related to "Substitutions" shall be applicable to all sections of these specifications.

Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the OWNER shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the OWNER.

106.2. MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to obtain the approved materials, equipment and articles from sources of its own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR'S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

106.3. SALVAGEABLE MATERIAL

All salvageable material shall be designated by and remain the property of the OWNER. Any designated salvageable material that is destroyed or damaged due to negligence of the CONTRACTOR shall be replaced with new material by the CONTRACTOR at no expense to the OWNER. Salvage material, unless designated for reuse, shall be returned to a location designated by the OWNER.

106.4. OFF-SITE STORAGE

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the OWNER, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection.

Payment for costs incurred in storage of materials or equipment away from the project site will not be made by the OWNER unless:

- (1) the OWNER has approved off-site storage in writing; and
- (2) the materials will not be incorporated into the project within the next 60 days;

- (3) the materials or equipment are stored in a bonded warehouse located in the County approved by the OWNER and identified with the project for which they are stored as evidenced by warehouse receipts and appropriate documents of title;
- (4) an official PAID receipt from the material supplier is provided; and
- (5) CONTRACTOR may invoice only for the amount actually paid for the storage of the material.
- (6) Storage in facilities of the manufacturer or CONTRACTOR will not be permitted or paid for, unless such storage is expressly approved in writing by the OWNER.

106.4.1. Early Delivery to Project Site. All materials or equipment delivered to the project site earlier than thirty (30) days prior to an approved schedule for delivery to the project site shall be classified as an "early delivery". All early delivery materials or equipment must have written permission of the OWNER to be stored on the project site. Should any unauthorized early delivery occur, CONTRACTOR shall, at the CONTRACTOR'S expense, cause such early delivery to be removed from the project site and stored off-site until required at the project site. All costs of labor, transportation and storage will be included as part of the expense. If the CONTRACTOR fails or refuses to remove unauthorized early delivery materials, the OWNER may cause such materials to be removed at the CONTRACTOR'S sole expense, and amounts may be withheld from the CONTRACTOR'S Application for Payment to reimburse the OWNER for any costs incurred in removing unauthorized early delivery materials. The OWNER will not be responsible for the protection of or risk of loss on any early delivery materials or equipment, nor will the OWNER be liable for any payment thereon.

106.5. SAMPLES AND TESTS OF MATERIALS

Unless otherwise stipulated in the Contract documents, initial testing of all materials, construction items or products incorporated in the work shall be performed at the direction and expense of the OWNER, including initial compaction and density tests deemed necessary.

In the event materials, construction items or products incorporated in the work fail to satisfy the minimum requirements of the initial test, appropriate prove out test shall be made as directed by the OWNER to determine the extent of the failure and to verify that the corrective measures have brought the item up to specification requirements. The cost of all testing necessary to determine the extent of the failure and the adequacy of the corrective measures shall be the responsibility of the CONTRACTOR.

The failure of the OWNER to make any tests of materials shall in no way relieve the CONTRACTOR of its responsibility of furnishing materials conforming to the Contract documents.

Tests, unless otherwise specified, shall be made in accordance with the latest methods of the American Society for Testing and Materials. The CONTRACTOR shall provide such facilities as the OWNER may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made. The CONTRACTOR shall furnish adequate samples without charge. Test materials and samples shall be stored so as to ensure the preservation of their quality and fitness for the Work. If directed by the OWNER, they shall be placed on wooden platforms or other hard, clean surfaces and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection.

The inspections and tests made by the OWNER, its inspectors or agents, shall ordinarily be made without cost to the CONTRACTOR unless otherwise expressly specified in the Contract documents. The CONTRACTOR shall furnish without additional cost to the OWNER such materials for testing as may be reasonably necessary. Retesting after failure to pass tests shall be at the expense of the CONTRACTOR. Should the percentage of rejected material or equipment be unreasonably large, the additional cost of such inspection and tests resulting therefrom shall be borne by the CONTRACTOR. The OWNER shall determine what extra inspection is and shall determine the additional cost incurred thereby and payable by the CONTRACTOR, and such determination shall be final.

106.6. SURPLUS MATERIALS

Surplus materials shall be disposed of by the CONTRACTOR at his expense. Surplus materials including excavation shall be removed from the site unless specified otherwise under the performance specifications.

ITEM 107. LEGAL RELATIONS AND CONTRACTOR RESPONSIBILITIES

107.1. CONTRACTOR INDEPENDENCE

While engaged in carrying out and complying with the terms and conditions of this Contract the CONTRACTOR is, and shall be, an independent CONTRACTOR and shall not, with respect to its acts or omissions, be deemed an officer, employee or agent of the OWNER. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the OWNER.

CONTRACTOR is, and shall remain, an independent CONTRACTOR, with full, complete and exclusive power and authority to direct, supervise, and control its own employees and SUBCONTRACTORS and to determine the method of the performance of the work covered under this Contract. The fact that the OWNER or the Engineer shall have the right to inspect or observe CONTRACTOR'S work during performance and to exercise the other rights and prerogatives expressly reserved to the OWNER or the Engineer under this Contract is not intended to, and shall not any time, change or affect the status of the CONTRACTOR as an independent CONTRACTOR with respect to the OWNER, the CONTRACTOR'S own employees or any other person, firm or corporation.

Nothing contained in the Contract documents shall create any contractual or agency relationship between the Engineer and the CONTRACTOR.

107.2. NO THIRD PARTY CONTRACTUAL RIGHTS

This Contract is solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

107.3. INDEMNIFICATION

CONTRACTOR covenants and agrees to and does hereby indemnify, hold harmless and defend, at its own expense, OWNER, its officers, officials, agents and employees, from and against any and all claims or suits, judgments and costs and expenses for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the work and services to be performed hereunder by CONTRACTOR, its officers, officials, agents, employees, SUBCONTRACTORS, licensees or invitees, whether or not caused, in whole or in part, by the alleged negligence of the officers, agents, and employees, of the OWNER. CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless OWNER from and against any and all injuries, damage, loss or destruction to property of OWNER during the performance of any of the terms and conditions of this contract, whether arising out of in whole or in part, any and all alleged acts or omissions of officers, agents, or employees of OWNER.

The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

107.4. OWNER'S OFFICERS, EMPLOYEES OR AGENTS

107.4.1. Claim Against Officers, Employees or Agent of the OWNER. No claim whatsoever shall be made by the CONTRACTOR against any officer, employee, or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

107.4.2. Financial Interest in Any Contract by OWNER'S Officers, Employees or Agents. CONTRACTOR is hereby advised to comply with the OWNER'S financial interest or comparable policy. If OWNER does not implement a financial interest or comparable policy of its own, provisions of this Item shall govern matters of financial interest.

No officer, employee, or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the Contract involved voidable by the OWNER.

107.4.3. Conflict of Interest. CONTRACTOR shall complete and submit the State of Texas Conflict of Interest Questionnaire, form CIQ as required by Texas Local Government Code, Chapter 176.

107.5. VENUE AND GOVERNING LAW

The parties herein agree that this Contract shall be performed in the county in which the OWNER's principal office is located, and if legal action is necessary in connection therewith, exclusive venue shall lie in this county. The terms and provisions of the Contract documents shall be construed in accordance with the laws and court decisions of the State of Texas.

107.6. NO WAIVER OF LEGAL RIGHTS

Inspection by the OWNER; any order, measurement, quantity or certificate by the OWNER; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the Contract or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of Contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion by the CONTRACTOR or its agents that is discovered in the work by the OWNER after the final payment has been made.

Neither final acceptance of the work nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefrom:

- (1) showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the CONTRACTOR or any other person under this Contract, or
- (2) from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or
- (3) that the work or the materials or any parts thereof do not in fact conform to the Contract requirements; and
- (4) demanding the recovery from the CONTRACTOR of any overpayments made to it, or such damages as the OWNER may sustain by reason of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

107.7. SEVERABILITY

In the event a term, condition, or provision in this Contract is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition or provision, shall be deleted and the remainder of the Contract shall remain in full force and effect.

107.8. HEADINGS

The title and headings contained in the Contract documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

107.9. OBLIGATIONS TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Engineer or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

107.10. PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the work under this Contract and for any act or neglect of the CONTRACTOR, its agents, employees or SUBCONTRACTORS. CONTRACTOR shall bear all losses, if any, resulting on account of the amount and character of the work, or because the conditions under

which the work must be done are different from what CONTRACTOR estimated or anticipated, or because of weather, floods, elements or other causes, regardless of the expected completion date set forth in the Contract Documents.

107.11. SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this Contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

107.12. SUPERVISION AND CONSTRUCTION PROCEDURES

The CONTRACTOR shall supervise and direct all the work, using its best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The CONTRACTOR shall carefully study and compare the Contract documents and shall at once report to the OWNER any error, inconsistency or omission it may discover. The CONTRACTOR shall perform no portion of the work at any time without Contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of the OWNER's employees, SUBCONTRACTORS, and agents, as well as the CONTRACTOR's employees and SUBCONTRACTORS performing any of the work under a contract with the CONTRACTOR. The CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him or her.

The CONTRACTOR shall not be relieved from its obligations to perform the work in accordance with the Contract documents either by the activities or duties of the OWNER in its administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

The CONTRACTOR shall give to the work the consistent attention necessary to facilitate the progress thereof, and the CONTRACTOR shall cooperate with the OWNER, and with other CONTRACTORS in every way possible.

The OWNER and the OWNER's representatives shall at all times have free access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide safe, convenient and proper facilities for such access and inspection.

107.13. LABOR AND MATERIALS

Unless otherwise provided in the Contract documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

107.14. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the CONTRACTOR agrees as follows:

107.14.1. Nondiscrimination Toward Employees. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, military or veteran status, disability unrelated to job performance, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, age 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 or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

107.14.2. Nondiscrimination Employment Practices. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or age.

107.14.3. Labor Unions. The CONTRACTOR shall 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, 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.

107.14.4. Provisions in Subcontracts. The CONTRACTOR shall include the provisions of this section in all subcontracts pertaining to the work.

107.14.5. Reports. During the course of the work, the CONTRACTOR shall submit to the OWNER, on a monthly basis, a breakdown by minority group of all employees at the site of the work.

107.15. STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase of:

- (1) all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- (2) all materials, supplies and other tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, necessary and essential for the performance of the Contract with the OWNER which is to be completely consumed at the job site.

Tangible personal property necessary and essential for the performance of the Contract includes only such materials, tools and supplies specifically needed and directly used to incorporate tangible personal property into the real estate being improved under the Contract. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption. Tangible personal property is "completely consumed" if after being used once for its intended purpose it is used up or destroyed. Any exemption certificate issued by the CONTRACTOR is subject to the existing rules and interpretation governing the exemption issued by the Comptroller of Public Accounts of the State of Texas. The OWNER will not make interpretations of the extent or applicability of the exemption in a particular case; if the CONTRACTOR, or any SUBCONTRACTOR or supplier of the CONTRACTOR, has any questions about the extent or applicability of the exemption in specific circumstances, guidance should be sought from the State Comptroller's Office.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

107.16. PATENTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or OWNER, for the use of any design, device, material or process covered by letters, patent or any copyright. The CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent, copyright, mark or license.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

107.17. COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. CONTRACTOR shall correct any work not in compliance with local, state or federal laws.

The CONTRACTOR shall secure and pay for all permits and licenses necessary for the execution of the work and shall fully comply with all their terms and conditions.

All work required under this Contract shall comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, it shall immediately report this to the OWNER for resolution.

107.17.1. Pleas of Misunderstanding. No pleas of misunderstanding or ignorance thereof will be considered. The CONTRACTOR and the CONTRACTOR'S Sureties shall indemnify and save harmless the OWNER

against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or order whether by the CONTRACTOR, its employees, or SUBCONTRACTORS.

All work required under this contract shall comply with all required documents of law, regulation, permit or license, if the CONTRACTOR finds that there is a variance, the CONTRACTOR shall immediately report such to the OWNER for resolution.

OWNER shall not be liable for interest on any progress or final payment to be made under this Contract, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended.

107.18. SANITARY PROVISIONS

The CONTRACTOR shall establish and enforce among its employees such regulations in regard to cleanliness and disposal of garbage and waste as shall tend to prevent the inception and spread of infectious or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private, and such regulations as are required by the OWNER shall be put into immediate force and effect by the CONTRACTOR. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such a manner and at such points as shall be approved by the OWNER, and their use shall be strictly enforced by the CONTRACTOR. All sanitary laws and regulations of the State of Texas and the OWNER's jurisdiction shall be strictly complied with.

107.19. PUBLIC CONVENIENCE AND SAFETY

Materials stored about the work site shall be so placed, and the work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the OWNER. The CONTRACTOR shall make provisions by bridges or otherwise at all cross streets, highways, sidewalks and private driveways for the free passage of pedestrians and vehicles, provided that where bridging is impracticable or unnecessary, in the opinion of the OWNER, the CONTRACTOR may make arrangements satisfactory to the OWNER for the diversion of traffic and shall, per the Contract, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed except by special permission of the OWNER. The materials excavated, and the construction materials or plant used in the construction of the work, shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, sanitary sewers and fire alarm or police call boxes in the vicinity.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards to the public convenience and safety which may come to its attention, after 24 hours' notice in writing to the CONTRACTOR, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the OWNER shall be deducted from the monies due or to become due the CONTRACTOR. The CONTRACTOR shall notify the OWNER when any street is to be closed or obstructed; such notice shall in the case of major thoroughfares or streets upon which transit lines operate be made 48 hours in advance. The CONTRACTOR shall, when directed by the OWNER, keep any street or streets in condition for unobstructed use by emergency services. Where the CONTRACTOR is required to construct temporary bridges or to make other arrangements for crossing over ditches or streams, its responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

Where the work passes over or through private property, the OWNER shall provide such right-of-way. The CONTRACTOR shall notify the proper representatives of any public utility, corporation, any company or individual, not less than 48 hours in advance of any work which might damage or interfere with the operation of property along or adjacent to the work. The CONTRACTOR shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract documents or caused by agents or employees of the OWNER) by reason of any negligent act or omission on the part of the CONTRACTOR, its employees, agents or SUBCONTRACTORS, or at any time due to defective work or materials, or due to its failure to reasonably or properly prosecute the work, and said responsibility shall not be released by the fact that the work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the CONTRACTOR, restoration shall be completed according to Item 107.27, Restoration of Property.

107.20. PROTECTION OF WORK AND PERSONS AND PROPERTY

107.20.1. Protection of Work. During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect all work against any damage, loss or injury. In the event of damage, loss or injury, the CONTRACTOR shall promptly replace or repair the work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

107.20.2. Protection of Persons and Property. The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. Compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property according to Item 801.1. Barriers and Warning and Detour Signs.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on, in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at its own cost and expense provide such flagmen and watchmen in addition to its responsibility to furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as are required by law. During periods when schools are in session, the CONTRACTOR will be required during the construction of the Work to:

- (1) Maintain a suitable all-weather footpath across the Work at all designated school crosswalks.
- (2) Move and reinstall pedestrian crossing warning signs as construction and routing of traffic lanes require.

The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs, and lights, and other precautionary measures shall not cease until directed in writing by the OWNER or until final payment, whichever occurs first. If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property, the OWNER may order such additional precautionary measures as required by law to be taken to protect persons and property. The CONTRACTOR shall reimburse the OWNER for any expense incurred by the OWNER in taking any additional precautionary measures as a result of the CONTRACTOR'S failure to do so.

In addition, the CONTRACTOR will be held responsible for all damage to the work and other public or private property due to the failure of warning devices, barricades, signs, lights, or other precautionary measures in protecting said property, and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

Minimum standards for safeguarding pedestrian and vehicular traffic are contained in the current *Texas Manual of Uniform Traffic Control Devices*, as amended, Texas Department of Transportation. Signage, barricades and other traffic control devices for detouring and maintenance of traffic on this Contract shall be as provided in above said manual and as directed by the OWNER. Costs associated with the acquisition and removal of required traffic control devices shall be considered incidental to the Work.

107.20.3. Trench Safety.

107.20.3.1. Regulations. The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to trench safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR is advised that Federal Regulations 29 C.F.R. 1926.650-1926.652 have been, in their most recent version as amended, in effect since January 2, 1990.

The CONTRACTOR shall fully comply with the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) regulations pertaining to excavations, trenching, and shoring and shall provide and familiarize its employees involved in excavation and trenching with the provisions in OSHA pamphlet number 2226, excavation and trenching operations.

107.20.3.2. Indemnification. In addition to any other indemnification, CONTRACTOR agrees to defend, indemnify and hold OWNER, its officers, agents and employees, completely harmless from any claims, lawsuits, judgments, costs and expenses (including attorney's fees, if any) for any personal injury (including death), property damage or other harm for which recovery of damages is sought (including any injury, death or damage suffered by the CONTRACTOR's own employees) arising out of or occasioned by the use of any trench excavation plans, regardless of their origin, or by any negligent, grossly negligent, strictly liable or intentional act of the CONTRACTOR, a SUBCONTRACTOR or any individual employee or laborer (whether or not an employee of the CONTRACTOR or a SUBCONTRACTOR) in the performance or supervision of actual trench excavation under the contract. This indemnity applies regardless of whether OWNER's or consulting engineer's negligence or fault in the administration of this contract or in the preparation, review or approval of the OWNER's or CONTRACTOR's trench excavation plan contributed to the injury, death or damage. OWNER accepts no liability whatsoever as a result of its preparation, review or approval of any trench excavation plan under this contract; OWNER makes no warranty, express or implied, concerning the adequacy or correctness of any trench excavation plan.

(The provisions of this paragraph are solely for the benefit of the parties to the contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This paragraph shall not be construed to waive any governmental immunity of the OWNER. This paragraph controls in the event of a conflict with any other indemnity or OWNER- warranty provision in the specifications).

107.20.3.3. Trench Safety Plan. The CONTRACTOR shall be responsible for providing to the OWNER an acceptable trench safety plan signed and sealed by a Professional Engineer qualified to do such work and licensed/registered in the State of Texas. The CONTRACTOR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the job conditions, location of utilities, pavement conditions and other relevant factors. Slope-back methods which may result in unnecessary displacement of utilities and/or destruction of pavement shall not be used without permission from the OWNER. Plans for devices used to provide trench safety such as trench shields and shoring systems will be likewise certified by Professional Engineers licensed/registered in the State of Texas or by a Professional Engineer licensed/registered in the state of manufacture of the shield or shoring system.

107.20.3.4. Shoring and Sheeting. The sides of all excavation shall be supported in accordance with the trench safety plan. Where bracing or sheeting and bracing are used, the trench width shall be increased accordingly, shall be considered as incidental work, and shall not be paid for as a separate item. In wet, saturated or flowing materials where it is necessary to install tight sheeting or cofferdams, wood or steel sheet piling of a design and type approved by the OWNER shall be used. All sheeting, shoring and bracing shall have sufficient strength and rigidity to withstand the pressure exerted, to maintain the sides of the excavation properly in place, and to protect all persons or property from injury or damage. When excavations are made adjacent to existing buildings or other structures or in paved streets, particular care shall be taken to adequately sheet, shore and brace the sides of the excavation to prevent undermining of or settlement beneath the structures or pavement. Underpinning of adjacent structures or pavement shall be done at the CONTRACTOR'S own cost and expense and in a manner satisfactory to the OWNER, or, when required by the OWNER, the pavement shall be removed, the void satisfactorily filled, compacted and the pavement replaced by the CONTRACTOR. The entire expense of such removal and subsequent replacement thereof shall be borne by the CONTRACTOR. Wooden sheeting, shoring and bracing shall be left in place where it is adjacent to the pipe embedment for the initial lift of backfill.

The removal of all sheeting, shoring and bracing shall be done in such manner as not to endanger or damage either new or existing structures, or private or public properties; and so as to avoid cave-ins or sliding of the banks. All holes or voids left by the removal of the sheeting, shoring or bracing shall be immediately and completely filled and compacted with suitable materials. If, for any reason, the CONTRACTOR, with the approval of the OWNER, elects to leave in place the sheeting, shoring or bracing, no payment shall be allowed for such material left in place unless ordered by the OWNER to be left in place.

107.20.3.5. Inspection. The CONTRACTOR shall cause all shoring or bracing to be inspected by an OSHA competent person. According to OSHA regulations, a competent person is defined as one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

107.20.3.6. Payment for Trench Safety and Shoring. Payment for trench safety shall be by the lineal feet of trench exceeding a depth of 4-ft. unless otherwise specified in the Contract. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and re-compaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during Contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of Item 104.2.3. Extra Work and/or Item 109.3. Payment for Extra Work. Should the OWNER fail to authorize the work as provided for in Item 104.2.3. Extra Work and Item 109.3. Payment for Extra Work, then the CONTRACTOR shall proceed under the provisions of Item 104.3. Disputed Work and Claims for Additional Compensation and Item 104.4. Performance of Extra or Disputed Work. Trench safety requirements are mandatory and shall not be waived.

107.21. PROJECT SIGNS

Project signs shall be furnished, constructed, and erected by the CONTRACTOR as directed by the OWNER. Signs shall be placed in a location selected by the OWNER and maintained in good condition until the completion of the project. Project signs shall be removed by the CONTRACTOR upon the completion and acceptance of the project by the OWNER.

107.22. WORKING AREA

The CONTRACTOR shall confine its equipment, storage of materials and construction operations to the area shown on the Contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with its construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other CONTRACTORS of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by its contracts. The CONTRACTOR shall give to such other CONTRACTORS all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for its use shall be provided at its own effort, cost and expense.

All rights-of-way and easements shown on the plans for construction will be provided by the OWNER. If private property is leased or occupied by the CONTRACTOR for use in conjunction with the Work, the CONTRACTOR shall provide to the OWNER, in writing prior to final acceptance of the Work, a release of the CONTRACTOR and OWNER from any and all claims the private property OWNER has or may have as a result of the CONTRACTOR'S use of the private property during the course of the Work. The release shall be signed by the private property OWNER or the private property OWNER'S agent.

107.23. RAILWAY CROSSINGS

Where the work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

Prior to crossing or working on Railroad Right-of-Way, the CONTRACTOR will be required to contact the railroad company, or companies, and to execute CONTRACTOR'S Agreements as may be required by each railroad company involved. No work shall be permitted where railroads are involved until the OWNER is furnished sufficient correspondence from the railroad company involved to ascertain that either the agreement has been executed or a certified copy of the insurance policy furnished, or that no such action is required.

107.24. EXISTING STRUCTURES, FACILITIES AND APPURTENANCES

107.24.1. General. This Item 107.24, Existing Structures, Facilities and Appurtenances addresses only matters arising from certain existing, man-made surface and subsurface structures, facilities and appurtenances, not naturally occurring conditions. **AS PROVIDED IN ITEM 103.1, CONTRACTOR'S WARRANTIES AND UNDERSTANDING, THE OWNER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM ARISING FROM A DIFFERING, NATURALLY OCCURRING SURFACE OR SUBSURFACE CONDITION, OR FROM ANY MAN-MADE CONDITION THAT IS NOT A SURFACE OR SUBSURFACE STRUCTURE, FACILITY OR APPURTENANCE.** The OWNER'S responsibility for any claim arising from existing, man-made surface and subsurface structures, facilities and appurtenances is governed solely by this Item 107.24, Existing Structures, Facilities and Appurtenances, and any situation involving a differing subsurface condition not included herein shall be governed solely by Item 103.1, CONTRACTOR'S Warranties and Understanding.

107.24.2. Showing Locations. The plans show the general locations of all known, existing man-made surface and subsurface structures, facilities and appurtenances. The locations of many gas mains, water and wastewater mains, storm sewers, drains, culverts, conduits and other man-made utility structures, facilities and appurtenances, however, are unknown. **THE OWNER DOES NOT WARRANT THE PLANS TO SHOW THE EXACT LOCATIONS OF ANY AND ALL KNOWN, EXISTING MAN-MADE SURFACE AND SUBSURFACE STRUCTURES, FACILITIES AND APPURTENANCES, AND DOES NOT WARRANT THAT IT KNOWS OF THE EXISTENCE OF ALL POSSIBLE EXISTING MAN-MADE SURFACE AND SUBSURFACE STRUCTURES, FACILITIES AND APPURTENANCES.** The OWNER assumes no responsibility, except as provided below, for any failure to show any or all of these structures on the plans or to show them in their exact locations.

Wherever the OWNER has caused certain test borings to be made on the site, or when any information pertaining to the character or depth of materials is found from observations, records or otherwise, such information revealed thereby may be indicated on the plans. The action of the OWNER in revealing such information shall not in any manner be construed as conclusive or as a warranty on the part of the OWNER of the exact nature of the subsurface conditions that shall be encountered during construction of the work. Although the information is shown as accurately as possible, the OWNER does not guarantee that any materials to be encountered at any point or points are even approximately the same, either in character or elevations, as those shown on the plans. The information thus furnished by the OWNER is intended only as a guide to the CONTRACTOR'S own investigations preliminary to submitting a bid for the work.

107.24.2.1. Soil Borings. Soil Borings are to be used for information only and are not warranted accurate or conclusive in any way. The OWNER accepts no responsibility for any deviation from or variance in soil types and/or depths shown on the borings.

107.24.3. Conditions for Increases to Work or Payment. The CONTRACTOR and OWNER mutually, expressly agree that the failure of the OWNER to show any existing, man-made surface or subsurface structure, facility or appurtenance on the plans, or the failure to show them on the plans in their exact locations, shall not be considered as a basis of a claim for Extra Work, damages or other compensation of

any kind, nor shall it be considered as a basis for increasing the quantities of work or unit prices on any bid item, unless:

- (1) The CONTRACTOR could not have discovered the existing, man-made surface or subsurface structure, facility or appurtenance by a reasonable review of the plans and specifications and a reasonable, careful inspection of the work site prior to bid opening or award of the Contract; and
- (2) The existing, man-made surface or subsurface structure, facility or appurtenance is in a location that necessitates a substantial change in the alignment, depth or hydraulic gradient of the work to be constructed under the Contract because the CONTRACTOR cannot, by the use of reasonable skill or care, place the work in accordance with the original alignment, depth or hydraulic gradient; or
- (3) The existing surface or subsurface structure, facility or appurtenance requires the construction of a special structure, facility, appurtenance or other special work, provisions for which are not already made in the plans and specifications, to protect either the existing, man-made surface or subsurface structure, facility or appurtenance or the work to be constructed under the Contract from damage.

If the elements of (1) and either (2) or (3) occur, the provisions of the specifications regarding claims for Extra Work apply. Otherwise, the condition is considered part of the Contract work and OWNER shall not be liable for extra compensation. Provided, however, that the OWNER will not be liable for payment of Extra Work claims under this subsection that are not timely filed in accordance with other provisions of the specifications, nor shall the OWNER be liable to pay for any additional work or additional costs arising solely from a decision of the CONTRACTOR to change the original means or methods of construction chosen because an existing, man-made surface or subsurface structure, facility or appurtenance is encountered.

107.24.4. Utility Coordination and Protection. It is the intention of the OWNER that all known conflicts between utility-owned facilities and the proposed construction will be cleared prior to the issuance of the work order. Utility information shown on the plans must be confirmed by actual field check in advance of construction. Table 107.24.4.(a) Utility Coordination lists the most frequently needed contacts.

Table 107.24.4.(a) Utility Coordination

Entity	Contact Information
Texas One Call system	811
Municipal, Governmental, or Quasi-Governmental Utility OWNER	CONTRACTOR shall contact the respective entity

It will be the CONTRACTOR'S responsibility to locate and report all utility conflicts to the OWNER promptly in order to avoid unnecessary delays, and the CONTRACTOR will cooperate with utility OWNER s in making the adjustment(s). Conflicts that are found during construction will be resolved as expeditiously as possible.

The CONTRACTOR will be required to protect adequately all utility-owned facilities from damage or displacement by its operations.

The adjustment or location of any utility-owned facility which the CONTRACTOR may desire for its own convenience or ease of construction will be its responsibility to coordinate and will be at its own expense.

CONTRACTOR shall further abide by the provisions of Item 201.2. Determining Location and Protection of Existing Structures and Utilities.

107.25. PROJECT CLEAN-UP

The CONTRACTOR shall keep the project site in a neat and orderly condition as an integral part of the contracted work and as such shall be considered subsidiary to the appropriate bid items. Clean up work shall be done as needed or as directed by the OWNER as the work progresses. Clean-up shall be done on a daily basis. Clean up work shall include, but not be limited to:

- (1) Removing the trash, paper, rubbish and debris resulting from operations
- (2) Sweeping streets clean of dirt or debris
- (3) Alleviating any dust nuisance in the work area
- (4) Storing excess material in appropriate and organized manner
- (5) Keeping trash of any kind off of residents' property

The CONTRACTOR, prior to utilizing any private property, shall provide a written agreement between the CONTRACTOR and the Property OWNER to the Project Manager or Construction Superintendent. The agreement shall state what uses are allowed for the property, the length of time the CONTRACTOR is allowed to use it and the final condition the property shall be returned to once all work is completed. CONTRACTOR shall provide a written release from the Property OWNER once the area has been restored.

The work shall be so conducted as to create a minimum amount of inconveniences to the public. At any time when in the judgment of the OWNER the CONTRACTOR has obstructed or closed or is carrying on operations in a greater portion of a park, street or public way than is necessary for the proper execution of the work, the OWNER may require the CONTRACTOR to finish the sections on which work is in progress before operations are started on any additional section.

The CONTRACTOR will be required to remove spoil from the job site in a timely manner. If, in the opinion of the OWNER, the spoil is not being removed as required, the CONTRACTOR will be directed to remove the spoil. The CONTRACTOR must comply with this directive within 24 hours. There will be no additional compensation to the CONTRACTOR for removing this spoil at a time other than as planned. CONTRACTOR shall comply with all requirements and regulations for any spoil removed from the project.

The CONTRACTOR shall perform such cleanup work as deemed necessary by the OWNER. Failure of the CONTRACTOR to maintain the site in a neat and orderly condition will be cause for withholding an additional ten percent (10%) of the total payments until said condition is corrected. Storage areas, either fenced or open, shall be kept free of weeds, tall grass, and other debris. In instances of large scale irrigation and planting installation, the entire site shall be kept neat and orderly with no tall grass or weed growth allowed. It shall be the CONTRACTOR'S responsibility to see that the turf areas are kept mowed during entire progress of the work. If the CONTRACTOR fails to alleviate poorly maintained conditions upon written notice by the OWNER, the OWNER will take necessary steps to correct the poor conditions with cost of such corrections to be deducted from the Contract.

Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work all equipment, construction materials, surplus and discarded materials, temporary structures and debris of every kind. CONTRACTOR shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

107.26. DISPOSAL OF MATERIALS

Surplus excavation and other materials removed as a part of the construction may be deposited at a legal disposal site in accordance with all applicable federal, state and local laws and regulations. In addition, if the materials are disposed of within private property, a release from the property OWNER must be obtained before final acceptance of the Work as described in Item 107.22. Working Area.

Surplus excavation and other materials must not be deposited in areas designated as flood plain or along natural drainage ways. Material so deposited will be required to be removed at the CONTRACTOR'S expense and the area restored to its natural condition.

Failure to comply promptly with the requirements of this special provision will result in withholding of payments due.

107.27. RESTORATION OF PROPERTY

When and where any damage or injury is done to public or private property on the part of the CONTRACTOR, it shall restore or have restored at its own cost and expense such property to a condition equal (or improved) to that existing before such damage was done by repairing, rebuilding or otherwise restoring as may be directed, or it shall make good such damage or injury in a manner acceptable to the property OWNER or the OWNER. Replacement of previously constructed items, such as curb, gutter, sidewalks, driveways, paving, etc., shall conform to the specifications for new construction, unless directed otherwise by the OWNER.

In case of failure on the part of the CONTRACTOR to restore such property or make good such damage or injury, the OWNER may, upon 48 hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due the

CONTRACTOR under its Contract; or where sufficient Contract funds are unavailable for this purpose the CONTRACTOR or its surety shall reimburse the OWNER for all such costs.

107.28. ENVIRONMENTAL COMPLIANCE

The CONTRACTOR and its SUBCONTRACTORS are deemed to have made themselves familiar with and at all times shall comply with any and all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A §§ 1201, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq., the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §§ 3808, et seq., and the latest judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

In the event the CONTRACTOR encounters on the site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and removal of such materials is not a part of the scope of work required under the contract documents, the CONTRACTOR shall immediately stop work in the affected area and report in writing the facts of such encounter to the OWNER. Work in the affected area shall not thereafter be resumed except by written order of the OWNER unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. The OWNER may choose to remediate the Hazardous Substance with a separate CONTRACTOR or through a Change Order with the CONTRACTOR. If the OWNER determines that the Hazardous Substance exists in the affected area due to the fault or negligence of the CONTRACTOR or any of its SUBCONTRACTORS, the CONTRACTOR shall be responsible for remediating the condition at the sole expense of the CONTRACTOR in accordance with the CONTRACTOR'S Spill Prevention and Response Plan. An extension of working time for any delay in the progress schedule caused as a result of the discovery and remediation of a hazardous substance may be granted by the OWNER only if all remaining work on the project must be suspended and the delay cannot be made up elsewhere in the progress schedule. Any claim or request for an extension of working time by the CONTRACTOR in connection with the discovery and remediation of a hazardous substance is subject to the provisions of NCTCOG.

The CONTRACTOR shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the CONTRACTOR or any SUBCONTRACTOR or supplier. The CONTRACTOR shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the OWNER so that they may observe the activities; provided, however, that it shall be the CONTRACTOR'S sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

The CONTRACTOR shall deposit surplus or waste excavation or other materials removed as part of the work at a legal disposal site in accordance with all applicable state, federal, and local laws, rules, regulations, and ordinances. The CONTRACTOR shall submit to the OWNER for review and approval all planned disposal sites or proposed uses for the surplus or waste excavation or other materials prior to removal of any excavation or other material from the Project site. A copy of all transport manifests for surplus or waste excavation or other materials shall be obtained and retained in the CONTRACTOR'S records for reference purposes, to be provided upon request to the OWNER or any governmental regulatory agency with jurisdiction over the matter.

107.28.1. Spill Prevention Plan. At least seventy-two (72) hours prior to commencing performance of any of the work at the Project site, the CONTRACTOR shall submit to the OWNER for review and approval a Spill Prevention and Response Plan (SPRP) meeting the requirements of federal and state law, rules, and regulations. The SPRP shall be specially designed for the CONTRACTOR'S planned work methods and procedures. The SPRP shall be designed to complement all applicable safety standards, fire prevention regulations, and pollution prevention policies and procedures. The SPRP shall include estimates of the quantity and rate of flow should equipment fail, and detail containment or diversionary structures to prevent spills from leaving the site or migrating into adjacent properties or navigable waters. The SPRP shall include

methods of recovery of spilled materials and all applicable twenty-four (24) hour emergency phone numbers, including without limitation that of the OWNER. The CONTRACTOR shall not commence any fieldwork prior to approval of such plan by the OWNER. The following additional rules shall apply with respect to spills caused by the CONTRACTOR or a SUBCONTRACTOR:

- (1) The CONTRACTOR shall immediately report any spill or release at the Project site, whether or not it is associated with this contract, to the OWNER or other designated representative. Thereafter, within two (2) working days after the occurrence of such event, the CONTRACTOR shall submit a written report describing such event in a degree of detail reasonably acceptable to the OWNER.
- (2) The CONTRACTOR shall immediately respond in accordance with the SPRP in the event of a spill.
- (3) The CONTRACTOR shall dispose of spilled materials in accordance with EPA and Texas Commission on Environmental Quality (TCEQ) regulations and any other applicable federal, state, or local laws, rules, or regulations. In connection with such disposals, the CONTRACTOR shall use only those transporters and disposal facilities that are approved in advance in writing by the OWNER. A copy of all transport manifests for the spilled materials shall be obtained and retained in the CONTRACTOR's records for reference purposes, to be provided upon request of the OWNER or any governmental regulatory agency with jurisdiction over the matter. All costs of collection, containment, and disposal of spilled materials shall be the sole responsibility of the CONTRACTOR.
- (4) The term spill includes any kind of environmental discharge or release.

107.28.2. Texas Pollutant Discharge Elimination System. The CONTRACTOR is responsible for obtaining coverage under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit from TCEQ for construction of the Project under regulations contained in 40 CFR Part 122, as amended, pursuant to the Clean Water Act, 33 U.S.C.A. §§1251 et seq. and Chapter 26 of the Texas Administrative Code. These regulations require the filing of a Notice of Intent (NOI) to obtain and abide by the general stormwater permit for construction activities promulgated by EPA as administered by the TCEQ, including but not limited to demolition, clearing, grading, embankment, and excavation that disturb the applicable amount of total land area. In addition, the CONTRACTOR shall comply with all regulations of the OWNER relating to stormwater and stormwater runoff management at the Project site.

107.28.3. Stormwater Permit. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements of the TPDES Construction General Permit, and Storm Water Pollution Prevention Plan, of these Specifications. The CONTRACTOR is responsible for obtaining an Storm Water Discharge Permit that may be required for construction of this project under regulations contained in 40 CFR Part 122, as amended, under the authority of the Clean Water Act, 33 U.S.C. 1251 et seq. These regulations require the filing of a notice of intent to obtain and abide by the general storm water permit for construction activities, including cleaning, grading, and excavation, that disturb the applicable amount of total land area. For permitting information and requirements, contact USEPA Region VI, Fountain Place 12th Floor, Suite 1200, 1445 Ross Ave., Suite 1200, Dallas, Texas 75202-2733, (214) 665-2200 and Texas Commission on Environmental Quality.

If a permit is required, the CONTRACTOR shall provide measures to control soil erosion sediment and water pollution created by construction operations for the duration of the Contract as directed by the OWNER. These measures shall be in addition to those required of the CONTRACTOR under Item 202. Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control of these specifications.

107.28.4. Asbestos-Related Materials. The CONTRACTOR shall not install any materials in the performance of the work that contain asbestos or asbestos-related material such as hydrated mineral silicate, including chrysolite, amosite, crocidolite, trifoliate, anthophyllite or actinolite, whether friable or non-friable.

107.28.5. Failure to Comply. The OWNER reserves the right in its sole option to exercise the following remedies (without waiving the right to pursue the imposition of any civil or criminal fines or penalties that may be imposed under state, federal, or local laws or ordinances), at no additional cost to the OWNER and without an extension of time, in the event the CONTRACTOR fails or refuses after seven (7) days advance written notice from the OWNER to comply with these provisions, the terms of the SPRP, any environmental permit or submittal issued in connection with the work, or any applicable environmental law, rule, regulation, or ordinance:

- (1) suspend all or any portion of the work until the noncompliance is corrected, or until a detailed plan to achieve compliance within a reasonably prompt period of time is prepared by the CONTRACTOR and approved by the OWNER;
- (2) if the CONTRACTOR fails to properly address the noncompliance within the time stipulated by the OWNER, perform the necessary remediation or correction work and back charge the CONTRACTOR for the cost of the remediation or correction; or
- (3) terminate the contract for default as provided in the General Conditions and the Addendum.

ITEM 108. PROSECUTION AND PROGRESS

108.1. PROGRESS SCHEDULE

The CONTRACTOR must submit to the OWNER a detailed Construction Schedule outlining the major items of work on the project. This schedule must be approved as to form by the OWNER prior to CONTRACTOR starting work on the project. The schedule must be updated on a monthly basis unless otherwise specified by the Contract. The OWNER has the authority to stop work on the project if the CONTRACTOR fails to provide an updated schedule as requested.

108.2. PROSECUTION OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than 10 days from the date specified in the work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR'S responsibility to execute the work in the most expeditious manner.

Work shall be done only during the hours between 7:00 am and 6:00 pm unless the OWNER approves other hours.

CONTRACTOR may work on Saturdays if it so desires and permission of the OWNER has been granted. Work on Sundays shall be permitted only with the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as weekdays. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the Contract. Work requiring inspection will not be permitted on a legal City holiday except by special written permission of the OWNER. Any work done without proper inspection is subject to removal and replacement at the direction of the OWNER.

The rate of progress shall be such that the whole work shall be performed, including completion of all punch list items, and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner as specified in Item 108.8. Delays; Extension of Time; Liquidated Damages.

108.2.1. Prosecution of the Work Discontinued By CONTRACTOR. Should the prosecution of the work be discontinued by the CONTRACTOR, the CONTRACTOR shall notify the OWNER at least twenty-four hours in advance of resuming operations.

108.3. OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER may award other contracts for additional work on this project, or in or near the project area, and the CONTRACTOR shall fully cooperate with such other CONTRACTOR(s) and shall coordinate and fit its work to be done hereunder to such additional work as may be contracted by the OWNER. At the time of bidding, prospective bidders shall be advised of other planned contract work, which is expected to affect the work area. The CONTRACTOR shall not commit or permit any act, which shall interfere with the performance of work by any other CONTRACTOR.

Upon receiving written notice from the CONTRACTOR that another CONTRACTOR is failing to coordinate its work with the work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another CONTRACTOR or through failure of another CONTRACTOR to carry out the directions of the OWNER. Should any interference occur between CONTRACTORS, the OWNER may furnish the CONTRACTOR with written instructions designating priority of effort or change in methods, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for unavoidable delays verified by the OWNER; however, no increase in the Contract price shall be due the CONTRACTOR.

108.4. EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workpeople and shall not use on the work any unfit person or one not skilled in the work assigned to him or her and shall at all times maintain good order among its employees.

Whenever the OWNER shall inform the CONTRACTOR in writing that, in its opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

108.5. SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the work included in the Contract without written notice to the OWNER. This Contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any SUBCONTRACTOR which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed SUBCONTRACTOR. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed SUBCONTRACTOR has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed SUBCONTRACTOR is unacceptable, it shall so notify the CONTRACTOR, who may thereupon submit another proposed SUBCONTRACTOR unless the CONTRACTOR decides to do the work itself. Disapproval by the OWNER of any proposed SUBCONTRACTOR shall not provide a basis for any claim time extension or additional compensation of any nature, including but not limited to anticipated profit, overhead or delay, by the CONTRACTOR.

If an approved SUBCONTRACTOR fails to properly perform the work undertaken, it shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to all SUBCONTRACTORS and their officers and employees in all respects as if they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of its responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of its SUBCONTRACTORS and of such SUBCONTRACTOR'S officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of its subcontract.

The CONTRACTOR agrees to bind each SUBCONTRACTOR and each SUBCONTRACTOR agrees to be bound by the terms of the Contract documents insofar as applicable to its respective work. The CONTRACTOR and each SUBCONTRACTOR jointly and severally agree that nothing in the Contract documents or otherwise shall create or be deemed to create any rights in favor of a SUBCONTRACTOR against the OWNER; nor shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a SUBCONTRACTOR; or to create any contractual relation whatsoever between a SUBCONTRACTOR and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

108.6. CONTRACTOR WORK BY ITS OWN FORCES

Except as otherwise provided, CONTRACTOR shall perform no less than 25% of the Work with its own workforce. If the CONTRACTOR proposes to perform less than 50% of the work by its own forces, then the OWNER may require additional documentation with the bid submittal regarding qualifications of SUBCONTRACTORS actually performing work.

108.6.1. Assignments. The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the OWNER. Nothing in this paragraph is intended to conflict with Texas Business and Commerce Code.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of its assignees, its agents and employees, as if they were its own.

108.7. OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

108.7.1. Reasons for Suspension. The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- (1) in the interest of the OWNER generally,
- (2) due to government or judicial controls or orders which make performance of this Contract temporarily impossible or illegal,
- (3) to coordinate the work of separate CONTRACTORS at the job site,
- (4) to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- (5) because of weather conditions unsuitable for performance of the work, including of designated ozone alerts as determined by the National Weather Bureau or other authorized agency; or
- (6) because the CONTRACTOR is proceeding contrary to Contract provisions or has failed to correct conditions considered unsafe for workers.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the work without written order from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

108.7.2. No Additional Compensation. No additional compensation shall be paid to the CONTRACTOR for any suspension under Item 108.7.1. (6) above or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, it shall be entitled to:

- (1) an extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and
- (2) the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined on the basis set forth in Item 109.3. Payment for Extra Work herein; and
- (3) where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER under the provisions of Item 109.3. Payment for Extra Work; provided, however, no compensation shall be allowed if the equipment is moved to another construction project for the OWNER.
- (4) where such temporary suspension is not due to the fault of the CONTRACTOR and is the result of a designated Ozone Alert Period, the CONTRACTOR shall be entitled to additional time as provided in (1) above, but is not entitled to additional compensation.

Other than the additional time and compensation stated above, CONTRACTOR shall not be entitled to any other time extension related to the suspension, nor any additional compensation in any way related to such suspension.

108.7.3. Emergency Contract Termination Clause. Whenever, because of a national emergency, so declared by the President of the United States, or other lawful authority, it shall be impossible for the CONTRACTOR to obtain all labor, materials, and equipment necessary for the prosecution of the work with reasonable continuity, the CONTRACTOR shall notify the OWNER. If the OWNER cannot, after a reasonable time, help obtain priorities for the materials and equipment within a reasonable effort, then the Contract shall be considered as terminated, and the CONTRACTOR shall be entitled to payment for work performed that is acceptable to OWNER based upon unit prices contained in the bid or, if the Contract is lump sum, then based upon the schedule of values submitted by the CONTRACTOR. CONTRACTOR shall not be entitled to any compensation for anticipated profit, overhead, delay damages or any other compensation for work that has not been performed.

108.8. DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within fourteen (14) days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. The CONTRACTOR shall notify the OWNER immediately upon encountering any condition that the CONTRACTOR believes may cause a claim for a time extension. In adjusting the contract time for the completion of the project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to inability to obtain supplies and materials when orders for such supplies and materials were timely made and materials are not available from other sources, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions, ozone alerts as determined by the National Weather Bureau or other authorized agency, or delays of SUBCONTRACTORS due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the Contract time shall be increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the work due to the fault of the CONTRACTOR.

No adjustment of the Contract time shall be made if, concurrently with the cause for delay, hindrance, disruption, force majeure, impact or interference, there existed a cause for delay due to the fault or negligence of the CONTRACTOR or CONTRACTOR'S agents, employees or SUBCONTRACTORS. Notwithstanding any other provisions of the Contract Documents, including the General and Special Provisions, no adjustment shall be made to the Contract price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen, resulting in adjustment of the Contract time to complete the project, **including but not limited to those caused in whole or in part by the acts, omissions, failures, negligence or fault of the OWNER, its officers, officials, agents, Engineer, Consulting Engineer or employees.** This provision is intended to cover all delays except as prohibited by law. If a recoverable delay is caused by the sole fault of the OWNER, compensation will be limited to an amount to be determined pursuant to Section 109.3.3. Force Account Work notwithstanding any other provision of the Contract documents, all claims for extension of working time must be submitted in accordance with Item 108.8, Delays; Extension of Time; Liquidated Damages, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

108.8.1. Liquidated Damages for Failure to Complete on Time. The time of completion is the essence of this Contract. For each day that any work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the Schedule 108.8.1. (a) Liquidated Damages, unless otherwise specified, shall be deducted from the monies due the CONTRACTOR.

Schedule 108.8.1. (a) Liquidated Damages

Amount of Contract (\$)	Amount of Liquidated Damages (\$)
Less than 25,000.00	200.00 Per Day
25,000.00 to 99,999.99	350.00 Per Day
100,000.00 to 999,999.99	500.00 Per Day
More than 1,000,000.00	1000.00 Per Day

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or its surety shall pay any additional amounts due.

In the event that the actual damages incurred by the OWNER exceed the amount of liquidated damages, OWNER shall be entitled to recover its actual damages.

108.9. CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The work or any portion of the work under this Contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The Contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- (1) failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- (2) substantial evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- (3) failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the work;
- (4) substantial evidence that the CONTRACTOR has abandoned the work or discontinued the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- (5) substantial evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the work;
- (6) deliberate failure on the part of the CONTRACTOR to observe any requirements of the Contract Documents or to comply with any orders given by the OWNER or Engineer as provided for in the Contract Documents;
- (7) failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- (8) substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under Contract;
- (9) repeated and flagrant violations of safe working procedures;
- (10) the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the work.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the Contract amount, regardless of the cost to the surety to complete the work.

All monies remaining due the CONTRACTOR at the time of its default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of its work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and its surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the work is being carried on by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to hinder or interfere with the performance of workers employed as above provided by the OWNER or surety.

108.10. SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation for anticipated profits, overhead, delay damage or any other form of compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR.

108.11. TERMINATION FOR CONVENIENCE OF THE OWNER

108.11.1. Notice of Termination. The performance of the work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by serving in accordance with Item 105.8, Service of Notices a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

108.11.2. CONTRACTOR Action. After receipt of a notice of termination, and except as otherwise directed by the OWNER, the CONTRACTOR shall:

- (1) stop work under the Contract on the date and to the extent specified in the notice of termination;
- (2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the work under the Contract as is not terminated;
- (3) (terminate all subcontracts, purchase orders or options to the extent that they relate to the performance of work terminated by the notice of termination or at the OWNER's written request, deliver and assign to the OWNER, or any person or entity acting on the OWNER's behalf, any or all subcontracts, purchase orders and options made by CONTRACTOR in the performance of the work, and deliver to the OWNER true and correct originals and copies of such Contract Documents;

- (4) transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER:
 - a. the fabricated or un-fabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
 - b. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- (5) complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- (6) take such action as may be necessary, or as the OWNER may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the OWNER. Not later than 15 calendar days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the OWNER upon removal of the items, or, if the items are stored, within 45 calendar days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

108.11.3. Termination Claim. Within 60 days after notice of termination, the CONTRACTOR shall submit its termination claim to the OWNER in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

108.11.4. Amounts. Subject to the provisions of Item 108.11.3. Termination Claim, the CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing in Item 108.11.5. Failure to Agree hereunder, prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

108.11.5. Failure to Agree. In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided in Item 108.11.4. Amounts, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits. The OWNER's determination shall be final.

108.11.6. Deductions. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this Contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

108.11.7. Adjustment. If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the OWNER a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract

(the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.

108.11.8. No Limitation of Rights. Nothing contained in this section shall limit or alter the rights, which the OWNER may have for termination of this Contract under Item 108.9. CONTRACTOR Default: OWNER'S Right to Suspend Work and Annual Contract or any other right which OWNER may have for default or breach of Contract by CONTRACTOR.

108.12. CLAIMS AGAINST OWNER AND ACTION THEREON

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action except pursuant to the provisions of Item 109.3. Payment for Extra Work, Item 104.3. Disputed Work and Claims for Additional Compensation, and Item 104.4. Performance of Extra or Disputed Work, and unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required under said sections. The requirements cannot be waived by the OWNER'S representative, and are not waived by a claimed breach of contract by the OWNER.

108.13. USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice.

Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

The provisions in the last two paragraphs above shall not apply to portions of roads, streets, bridges or detours upon which traffic is diverted to enable the continuation of the Contract work.

Neither such usage, as performed under this section, nor the written statement of work still to be done shall be held in any way as an acceptance of said work or structure or any part thereof, nor as a waiver of any of the provisions of these specifications or other Contract Documents pending final completion and acceptance of the work; all necessary repairs and removals of any section of the work so put into use, due to the defective materials or workmanship or to operations of the CONTRACTOR, shall be performed by the CONTRACTOR at its own expense.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time under Item 108.8. Delays; Extension of Time; Liquidated Damages; no additional compensation or delay damages will be paid.

ITEM 109. MEASUREMENT AND PAYMENT

109.1. PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR shall furnish payrolls and personnel records, which pertain to this current Contract with the OWNER for the purpose of ascertaining compliance with minimum wage rates published by the OWNER. Monthly and final estimates for payment will not be processed unless the CONTRACTOR complies with this requirement in a timely manner.

The CONTRACTOR for itself or any of its SUBCONTRACTORS shall pay all indebtedness, which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the work or any portion thereof, or any public funds or retainage held by the OWNER; and any SUBCONTRACTOR shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the work. If the CONTRACTOR or SUBCONTRACTOR or supplier places a lien against the work or a portion thereof then the CONTRACTOR shall cause the removal of the lien. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety.

The OWNER may conduct random sampling of wage rates on each CONTRACT. The OWNER may interview the CONTRACTOR'S and CONTRACTOR'S SUBCONTRACTOR'S employees in the field to verify the employee is working in and being paid for the classification shown on the payroll. In instances of noncompliance, the OWNER MAY initiate action as outlined in the CONTRACT Documents.

109.2. PAYMENT FOR MATERIALS

109.2.1. Materials On-Hand. Materials purchased and stored more than 30 days before use may be considered materials on-hand. Payment for such materials shall be made according to Item 109.5. Monthly Estimate, Partial Payments, Retainage, Final Inspection, Acceptance and Final Payment.

109.2.2. Materials Stored Off-Site. Off-site storage of such materials and payment for off-site storage may be accomplished according to Item 106.4. Off-Site Storage.

109.2.3. Measurement of Quantities. The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the OWNER in writing, shall be made by the OWNER, based on measurements made by the OWNER. These measurements shall be taken according to the U.S. Standard measurements used in common practice and shall be the actual length, area, solid contents, numbers and weight.

109.3. PAYMENT FOR EXTRA WORK

109.3.1. General. Extra Work done by the CONTRACTOR, as authorized and approved by the OWNER, shall be compensated for in the manner described in this Item 109.3. The compensation provided for Extra Work done constitutes full and final payment for the cost of the Extra Work, which cost is limited to: (1) all reasonable costs of labor, materials, supplies, tools, equipment or machinery rental, power, fuel, lubricants, water and other similar operation expenses (but only for the time that such of the above things are employed or used on such Extra Work) incurred in the performance of the Extra Work, and a ratable proportion of premium expenses for all bonds and insurance required under the Contract, to the extent that the Extra Work would cause an increase in such bond or insurance premiums; and (2) a markup amount of not-to-exceed 15-percent of the above mentioned costs to cover and compensate the CONTRACTOR for profit, overhead, profit-and-overhead markups charged to CONTRACTOR by other SUBCONTRACTORS and suppliers, general supervision, field office expense and all other elements of cost and expense not embraced within the cost of the Extra Work as described in this Item 109.3.1. General. No cost of off-site storage shall be included in the above description of cost unless off-site storage has been approved and directed by the OWNER in writing. No other claims or reservations of right as to additional costs, prices, markups, costs not permitted to be

included under this paragraph, disallowed costs or other future additional money or time shall be accepted; each change order shall be specific and final as described in Item 104.2.4 Finality of Change Orders.

109.3.2. Method of Determination. The method of determination and payment of cost, or credit to the OWNER, for any Extra Work shall be one of the following:

- (1) Unit prices agreed on in writing, approved by the OWNER and executed by the OWNER and CONTRACTOR before the Extra Work is commenced, or unit prices already included in the Contract documents, subject to all other conditions of the Contract. Mutual acceptance of a not-to-exceed lump sum properly itemized and supported by sufficient substantiating data to permit evaluation before the Extra Work is commenced, subject to all other conditions of the Contract.
- (2) A not-to-exceed cost to be determined in a manner agreed upon by the parties plus a mutually acceptable fixed or percentage fee, agreed upon before the Extra Work is commenced and subject to all other conditions of the Contract.
- (3) The force account method provided in Item 109.3.3. Force Account Work.

109.3.3. Force Account Work. If the CONTRACTOR and the OWNER cannot agree to one of the methods of calculating cost provided in Item 109.3.2. Method of Determination above, or if the parties agree to a method but cannot agree to a final dollar figure, or if the CONTRACTOR for whatever reason fails or refuses to sign the Change Order in question, the CONTRACTOR, provided it receives a written order signed by the OWNER, shall promptly proceed with the work involved. Nothing in this paragraph shall be construed to relieve the CONTRACTOR of any obligations it has under the disputed work provisions of Item 104.3. Disputed Work and Claims for Additional Compensation, and Item 104.4. Performance of Extra or Disputed Work, and where applicable the CONTRACTOR is still obligated to abide with those Items as well as this Item 109.3.3. Force Account Work. The cost of the work involved shall then be calculated on a force account basis, on the basis of the actual, reasonable field cost of the work attributable to the changes, plus a reasonable allowance for overhead, profit, markups of other SUBCONTRACTORS and suppliers, general supervision, field office expense and other elements of cost not embraced within the actual field cost as specified herein, such allowance in any case never to exceed 15%. In such case, the CONTRACTOR shall keep a detailed itemized account of the work involved and the actual field cost incurred, in a format acceptable to the OWNER and with such appropriate supporting data as the OWNER may prescribe. Sworn copies of the itemized accounting shall be directed to the OWNER each day during the performance of the force account work. Failure of the CONTRACTOR to submit the sworn-to itemized accounting daily as required herein shall constitute a waiver by the CONTRACTOR of any right to dispute the OWNER's determination of the amount due the CONTRACTOR for force account work.

Actual, reasonable field cost of the work to be charged under this Item 109.3.3. Force Account Work for force account work is limited to the following:

- (1) The reasonable wages of all workers, foremen, timekeepers, mechanics and laborers, plus costs of social security, old age and unemployment insurance, fringe benefits required by agreement or custom (excluding employee or executive bonuses), and worker's compensation insurance, for the time such labor is actually employed or used on force account work.
- (2) Reasonable costs of materials, tools, supplies and equipment (but not to include off-site storage unless so approved and directed in writing by the OWNER), whether incorporated or consumed into the force account work.
- (3) Reasonable rental costs of machinery and equipment, exclusive of hand tools, only for the time actually employed or used on force account work, whether rented from the CONTRACTOR or others.
- (4) A pro rata portion of premium expenses for all bonds and insurance to the extent force account work would cause an increase in such bond or insurance premiums.

Pending final determination of the cost to the OWNER, payment of undisputed amounts on force account shall be included on the monthly estimate as work is completed unless otherwise expressly provided in the written order signed by the OWNER to perform the work. Nothing in this Item 109.3.3. Force Account Work shall be construed as directing the CONTRACTOR'S means and methods of performing the work in question.

109.3.4. Distinguishing Extra Work. For purposes of this Item or any other provision of the Contract documents that allows a claim for Extra Work, the term "Extra Work" means work that is not reasonably within the scope of the Contract Documents or not otherwise incidental or necessary to performance of the

Contract. The term does not include any change by the CONTRACTOR in the means and methods of performing the Work from that anticipated or bid (even if such change in means or methods is requested or directed by the OWNER), whether or not the change is due to foreseeable or unforeseeable events or conditions, if the intended result or scope of the Work is not expanded or increased. The OWNER shall not be liable for any claim due to a change in the means or methods of construction by the CONTRACTOR, resulting in additional costs, if the OWNER has not changed the plans or specifications and if the intended result and scope of the work required by and reasonably inferred from the Contract Documents remains the same. The OWNER shall also not be liable for any claim for work required in performance of the Contract, without which the Contract could not be completed, notwithstanding that the CONTRACTOR did not contemplate or foresee the degree or amount of work that would be necessary or required to complete the Contract and notwithstanding that it cost the CONTRACTOR more to complete the Contract work than the original Contract price.

109.4. PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the Contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER's interest, or, if it so elects, may withhold or retain all or a portion of any payment or refund payment on account of:

- (1) unsatisfactory progress of the work not caused by conditions beyond the CONTRACTOR'S control,
- (2) defective work not corrected,
- (3) CONTRACTOR'S failure to carry out instructions or orders of the OWNER or its representative,
- (4) a reasonable doubt that the Contract can be completed for the balance then unpaid,
- (5) work or execution thereof not in accordance with the Contract documents,
- (6) claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- (7) failure of the CONTRACTOR to make payments to any SUBCONTRACTOR or suppliers for material or labor used in the performance of the Work,
- (8) damage to another CONTRACTOR or OWNER,
- (9) unsafe working conditions allowed to persist by the CONTRACTOR,
- (10) failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- (11) use of SUBCONTRACTORS without the OWNER'S approval or,
- (12) failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the grounds for withholding payment are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

109.5. MONTHLY ESTIMATE, PARTIAL PAYMENTS, RETAINAGE, FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

109.5.1. Monthly Estimate. Except as otherwise provided by the Contract, between the 25th day and the last day of each month, the OWNER shall make an approximate estimate of the value of the work done during the month under the specifications. The monthly estimate may include acceptable nonperishable materials as referenced in Item 109.2. Payment for Materials; such payment shall be allowed on the same percentage basis of the net invoice value as provided hereinafter. The percent retained by OWNER shall normally be up to 10 percent at completion, unless otherwise stated. At the midpoint, or at any subsequent time, if OWNER determines that the progress on the Contract is satisfactory in all respects, it may at its discretion cease to retain additional funds until the completion of the project, or until progress ceases to be satisfactory. The OWNER shall make the sole determination in this matter.

Except as otherwise provided by the Contract, between the 25th day and the last day of each month the CONTRACTOR shall make an estimate of the value of the work done during the month under the specifications. The CONTRACTOR shall prepare the estimate on a form approved by the OWNER. The CONTRACTOR shall forward the estimate required above to the OWNER by not later than the last day of the month. The monthly estimate may include acceptable nonperishable materials delivered to and stored at the work site or a storage facility accessible to the OWNER; payment for such stored materials shall be allowed on the same percentage basis of the value as provided hereinafter. The monthly estimate shall also provide such supporting documentation as the OWNER or the other applicable provisions of the specifications may require.

The OWNER shall verify that the CONTRACTOR'S estimate matches the total value of work done and acceptable non-perishable materials delivered to the work site or storage facility, based upon the bid proposal prices and quantities measured or verified by OWNER. In the event of a discrepancy between quantities of work as shown in the CONTRACTOR'S estimate and measured quantities as shown in the OWNER'S verification, the OWNER'S determination or measurement shall be final, and the CONTRACTOR'S estimate shall be adjusted to reflect the quantities of work as shown by the OWNER'S verification. Payment shall be made by OWNER about thirty (30) days after receipt of the estimate from CONTRACTOR. OWNER shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities as described above, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment the OWNER has a right to withhold under the Contract.

The CONTRACTOR shall furnish to the OWNER such detailed information as OWNER may request to assist in the preparation of monthly estimates. It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

109.5.2. Retainage. As security for the faithful completion of the work by the CONTRACTOR, the OWNER shall retain 15-percent of the total dollar amount of work done on all contracts \$25,000.00 and less; 10-percent of the total dollar amount of work done on all contracts in excess of \$25,000.00 and less than \$400,000.00; five-percent of the total dollar amount of work done on all contracts of \$400,000.00 or more. On all contracts in excess of \$400,000, the following shall apply:

- (1) on all contracts in excess when work progress is 80-percent complete, retainage may, at the OWNER'S option, be reduced to two percent of the dollar value of all work satisfactorily completed to date (not to include material on hand), provided that the CONTRACTOR is making satisfactory progress and there is no cause of greater retainage as determined by the OWNER;
- (2) when work progress is substantially complete, the retainage may be further reduced to only that amount necessary to assure completion as determined by the OWNER;
- (3) if the OWNER determines that the CONTRACTOR is not making satisfactory progress or if there is other specific cause, the OWNER may, at its discretion, reinstate up to the five percent retainage.

109.5.3. Final Inspection and Acceptance. Final inspections and acceptance shall proceed according to Item 105.9. Inspection and Item 105.10. Acceptance.

109.5.4. Final Payment. Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance obtained according to Item 105.10. Acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the OWNER as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of the final estimate, less any sums that have been previously paid, deducted or retained under the provisions of this Contract, shall be paid to the CONTRACTOR within a reasonable period of time (not to exceed 90 days) after final acceptance and the CONTRACTOR has provided to the OWNER:

- (1) a consent of surety to final payment;
- (2) the final CONTRACTOR'S Report of SUBCONTRACTOR/Supplier Payment, evidencing that all indebtedness connected with the work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for or used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may be respectively due have consented to final payment; and
- (3) such other affidavits, lien waivers and other documentation as the OWNER may reasonably require to protect its interests.

In addition, the CONTRACTOR shall be required to execute the OWNER'S standard Affidavit of Final Payment and Release as a precondition to receipt of final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims, damages or liabilities under the Contract, including all SUBCONTRACTOR claims, or claims for additional compensation, for anything done or furnished or relating to the work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

109.5.5. Compensation and Acknowledgement of Work. The CONTRACTOR shall receive and accept compensation, as herein provided, as full payment for furnishing all labor, tools, material, equipment and incidentals; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work, or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the work and before its final acceptance by the OWNER; for all risks of whatever description connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications.

109.6. WIRE TRANSFERS

Payments to the CONTRACTOR may, at the discretion of the OWNER, be made by wire transfer to a bank of the CONTRACTOR'S choice. The CONTRACTOR must furnish the following information:

- (1) The ABA number of the bank.
- (2) The CONTRACTOR'S account number.
- (3) Or other such information as may be required by sending and receiving financial institutions.

The request must be on the CONTRACTOR'S letterhead and signed by an authorized representative of the CONTRACTOR (cannot be a copy).

ITEM 110. AIR QUALITY REQUIREMENT FOR EQUIPMENT

As of 2016, ten (10) counties in North Central Texas have been designated by the EPA as being nonattainment for the pollutant ozone, and additional counties are expected to be designated in the near future. As a result, development of an air quality plan, known as the State Implementation Plan (SIP), is required for all nonattainment areas in order to demonstrate how ozone will be reduced to levels compliant with EPA standards. The SIP for the Dallas-Fort Worth nonattainment area includes programs to implement control strategies to all emission sources, including non-road construction equipment sources. To support these efforts, air quality requirements for equipment are applicable to the Contract.

110.1. EQUIPMENT REQUIREMENTS

All construction equipment being used to perform work on the Contract shall meet EPA emissions standards of Tier 3 or equivalent, or cleaner. Model Form A.14. Schedule for Phase-In of Tier 1-Tier 4 Non-Road Engines is included in Appendix A. Compliance may be achieved through the use of equipment powered by an EPA-certified engine, through engine repowers, or through the use of retrofits which have been verified by the EPA and/or California Air Resources Board. A list of available retrofits is available online at EPA's website "Verified Technologies List for Clean Diesel."

Equipment that meets one or more of the following conditions may be exempt from these requirements:

- (1) Equipment powered by an engine that is less than or equal to ten (10) years old.
- (2) Equipment that must be used to fulfill use or reporting requirements for a grant program or other clean air initiative. Documentation of such obligations must be submitted to OWNER for verification.
- (3) Equipment that is designated as low-use equipment, which is defined as any piece of construction equipment which is used for less than ten (10) hours per week on a single public works contract. A Low-Use Exemption Weekly Reporting Form will be required for all equipment for which this exemption is claimed. Model Form A.15. Low-Use Exemption Weekly Reporting Form is included in Appendix A.
- (4) Equipment that is being used to address a critical or emergency public works need, including, but not limited to, broken water mains or sanitary sewer lines. This exemption is limited to work performed in a situation in which the procurement of construction services is performed on an emergency basis, as provided for by State law.

110.2. OPERATIONAL REQUIREMENTS

All diesel fuel used to perform work on the public works contract shall be Ultra-Low Sulfur Diesel (ULSD) fuel which also complies with Texas Low Emission Diesel (TxLED) program requirements. This may include TxLED-compliant Biodiesel blends.

The CONTRACTOR shall limit idling of equipment to no more than five (5) minutes, unless the idling is applicable to one or more of the following exceptions:

- (1) is being used for emergency response purposes;
- (2) is idling as a necessary component of mechanical operation, maintenance, or diagnostic purposes; or
- (3) is idling for the health or safety of the equipment operator.

To the greatest extent possible, CONTRACTOR shall stage equipment away from, and minimize operation near, sensitive receptors including, but not limited to, fresh air intakes, hospitals, schools, licensed day care facilities, and residences.

110.3. REPORTING TO OWNER

On or before the day construction activity commences, the CONTRACTOR shall submit to the OWNER an inventory report containing identifying data for each piece of equipment to be used on the worksite. A form for submitting such information will be provided by the OWNER. Model Form A.16. Contract Equipment Inventory is included in Appendix A. This inventory may be used by the OWNER or INSPECTOR to conduct site inspections and/or verify compliance with specification elements.

If additional equipment is brought on-site after construction begins, the CONTRACTOR shall provide this same inventory information to the OWNER for the new equipment on or before the day it begins work on-site.

Reports shall be provided for all equipment used on-site.

110.4. ENFORCEMENT

All construction equipment used on the job site is subject to inspection by the OWNER at random. CONTRACTOR is responsible for ensuring that all SUBCONTRACTORS meet the requirements of this specification.

The provisions of this specification shall be enforced as established in the Terms and Conditions of the Contract. If the provisions of this specification are not met, the OWNER may declare the CONTRACTOR to be in default of the contract.

DIVISION 4

SPECIAL CONDITIONS

This project shall be constructed in accordance with the Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, the most recent addition hereof at the time of the submission of bids, therein after referred to as COG SPECS, which standard specifications are incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur between the Special Conditions and the General Conditions, the Special Conditions shall govern.

The Special Conditions are included herein for the purpose of adapting the COG SPECS to the project which is the subject to this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety.

4-1 CONSTRUCTION STAKING (COG 105.4)

All construction staking for this project shall be provided by the Contractor. The Contractor shall provide competent staff or employ a qualified surveyor. Payment for construction staking shall be considered subsidiary to all other bid items; no additional payment shall be provided. After completion of staking, the Contractor shall furnish survey field notes and cut sheets to the Owner for review.

4-2 INSPECTION AND TESTS (COG 106.5)

Material testing for this project will be at the expense of the Owner. Facilities for these tests as well as coordination of these tests shall be the responsibility of the Contractor and consist as a minimum of the following:

- Lime Series Testing on Pavement Subgrade
- Provide In-Place Density Testing on all Pavement Subgrades, at a rate of one test per 300 linear feet of two lane pavement.
- Cast Test Cylinders for all Cast-In-Place Concrete, provide four (4) test cylinders for every 150 cubic yards of concrete being placed, with a minimum of one set of cylinders per day. Cure and test cylinders at 7 and 28 days per NCTCOG specifications.

4-3 USE OF PRIVATE PROPERTY

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property Owner involved. The Contractor shall not at any time use water metered by meters set for the property Owner's use without written permission of the property Owner.

4-4 PROTECTION OF ADJACENT PROPERTY

The Contractor shall be responsible for the protection of all trees, shrubs and other improvements on the property adjoining the construction site from damage by the Contractor's equipment and men. The Contractor shall be responsible for notifying the property Owners and obtaining written permission in advance of any trimming to be done on the trees. The Contractor shall notify the City of Burleson if any trees, shrubs, or bushes must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the Owner or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-

of-way without written permission of the property Owner.

4-5 CONSTRUCTION WATER (COG 107.13)

Water required for construction shall be provided at the Contractor's expense. Contractor shall contact Public Works and obtain a hydrant meter for use during construction. At project completion, Contractor shall return the hydrant meter and reimburse/pay the City for all water used during construction.

The Contractor shall not operate any City-owned valve. Upon notifying the Owner's construction inspector, a valve crew will be provided to operate valves necessary for the work.

4-6 PUMPING & DEWATERING OPERATIONS

Work to be performed may require draining, pumping and de-watering, and certain operations necessary to complete the work as specified and as indicated on the drawings. It is the intent of these specifications that such draining, pumping and de-watering, and operations shall be the obligation of the Contractor.

The Contractor shall provide all necessary pumping, as required by the excavation work specification, to remove all surface water, ground water, leakage, and water from other sources from excavation. Pumping shall be considered a subsidiary item.

4-7 EROSION CONTROL PLAN

Prior to the start of work, the Contractor shall develop, in detail, an erosion control plan that conforms to all state and local regulations. Contractor shall provide, install and maintain all necessary erosion control devices during the construction period.

Contractor shall be responsible for developing and implementing the project's Storm Water Pollution Prevention Plan (SWPPP) in accordance with the TPDES Construction General Permit TXR150000 requirements. Prevent water pollution from storm water runoff by using and maintaining appropriate structural and nonstructural BMPs to reduce pollutants discharges to the MS4 from the construction site.

4-8 SALVAGE OF REMOVAL ITEMS

Contractor shall make every effort to successfully salvage all manhole rings and covers, fire hydrants, valves, meter boxes, meters, and all other items called for removal that the Owner determines as salvageable. These items are to be delivered as directed by the Owner. This item will not be paid for directly, but shall be subsidiary to the other items bid.

4-9 EARTHWORK / UNCLASSIFIED ROADWAY EXCAVATION

For unclassified roadway excavation the Owner will pay only the plan quantities without measurement. The plan quantities, specified in the bid proposal, are the amounts calculated by the Engineer and reflect in-place volumes, lengths, etc. Should either contracting party be able to show an error in the quantities, exceeding 10 percent, then the actual quantities will be paid for at the unit prices bid. The party requesting the payment of the actual, rather than plan quantities, is responsible for bearing any survey and/or measurement costs necessary to verify the actual quantities.

4-10 TEMPORARY IRRIGATION

Contractor shall provide temporary irrigation for the establishment of all proposed plant materials located outside the limits of coverage provided by the permanent system. Temporary irrigation shall be provided and maintained until proposed vegetation is fully established.

4-10 CONSTRUCTION IN FEMA FLOODWAY

Contractor shall be aware of floodplain and floodway limits within the project boundary, and assumes all risks associated with stockpiling materials and equipment storage within these limits. At no point shall stockpiling or equipment storage disrupt natural drainage patterns or impede on the carrying capacity of the floodplain.

4-11 SALVAGING OF EXISTING ONCOR LIGHT POLES

Contractor shall coordinate the removal of existing Oncor light poles and conductors as indicated on the plans. Existing light poles to be salvaged and returned to Oncor.

4-12 TEMPORARY CONSTRUCTION FENCING & PARKING

Temporary construction fencing shall be 4' orange mesh safety fencing attached to T-posts. Contractor shall remove all temporary construction fencing after construction. The temporary parking area at Bailey Lake shall be re-sodded as necessary post-construction and returned to pre-construction conditions.

**DIVISION 5
CONSTRUCTION CONTRACT**

STATE OF TEXAS

COUNTY OF JOHNSON

3

3

3

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into on this the _____ day of _____, 2023, by and between the City of Burleson, (hereinafter referred to as Owner) and _____ (hereinafter referred to as Contractor). In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

Article I. Work

The Contractor shall perform all of the work as specified in the Contract Documents. The work is generally described as follows:

Parking, landscape, and electrical improvements at Chisenhall Fields and Bailey Lake Park. 1630 SY of concrete pavement at Bailey Lake Park, 8060 SY of concrete pavement at Chisenhall Fields.

Plans and Specifications prepared by: BHB Engineering & Surveying. All extra work shall be performed as specified or indicated in the Contract Documents; and, at the Contractor's own cost and expense, the Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the Owner.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore; bonds; the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended; and, any additional documents incorporated by reference. These form the Contract Documents and all are fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The Contractor shall perform and complete all the items of work listed and referred to in the Contract Documents within 150 working days.

Article IV. Contract Price

The Owner shall pay the Contractor for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents.

Article V. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments, as amended. The Contract Documents, which constitute the entire agreement between the Owner and Contractor, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the Owner and Contractor.

CONTRACTOR

ATTEST:

OWNER

ATTEST:

By:



Printed Name:

Title: President

Michael A. Heimlich

By: Brian Langley

Printed Name:

Title: City Manager

**DIVISION 6
PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF JOHNSON

9

9

KNOW ALL MEN BY THESE PRESENTS:

9

THAT _____ of the City of _____, County of _____, State of Texas, (hereinafter referred to as Principal), and _____ (hereinafter referred to as Surety), authorized under the laws of the State of Texas to act as Surety on bonds for Principals, are held and firmly bound unto City of Burleson (hereinafter referred to as Owner) in the penal sum of \$ _____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2023, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Article 5160 for Public Work, as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with provisions of said articles to the same extend as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety agrees that the bond provide for the repairs and/or replacement of all defects due to faulty materials and workmanship that appears within a period of one (1) year from the date of completion and acceptance of the improvement by the Owner.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 2023,

PRINCIPAL

Title: _____

Company: _____

Address: _____

SURETY

Title: _____

Company: _____

Address: _____

**DIVISION 7
PAYMENT BOND**

STATE OF TEXAS

9

9

KNOW ALL MEN BY THESE PRESENTS:

9

COUNTY OF JOHNSON

THAT _____ of the City of _____, County of _____, State of Texas, (hereinafter referred to as Principal), and _____ (hereinafter referred to as Surety), authorized under the laws of the State of Texas to act as Surety on bonds for Principals, are held and firmly bound unto City of Burleson (hereinafter referred to as Owner) in the penal sum of \$ _____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2023, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract and for the use of each claimant, and that conversely should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended, and Article 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 2023,

PRINCIPAL

Title: _____

Company: _____

Address: _____

SURETY

Title: _____

Company: _____

Address: _____

**DIVISION 8
MAINTENANCE BOND**

STATE OF TEXAS

3

3 KNOW ALL MEN BY THESE

PRESENTS:

COUNTY OF JOHNSON

3

THAT _____ as Principal, and _____ a _____ corporation organized under the laws of the State of _____, and authorized to do business in the State of Texas, as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the _____, the sum of _____ dollars and _____ cents (one-hundred percent (100%) of final contract price) (\$_____) for the payment of which sum well and truly to be made unto said _____ and its successors, said Principal and Sureties do hereby bind themselves, their assigns and successors, jointly and severally. This obligation is conditioned, however, that, whereas said _____ has this day entered into a written contract with said _____ to build and construct the following project:

Parking, landscape, and electrical improvements at Chisenhall Fields and Bailey Lake Park. 1630 SY of concrete pavement at Bailey Lake Park, 8060 SY of concrete pavement at Chisenhall Fields.

which contract and the plans and specifications therein mentioned and adopted by the _____ are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specification, drawings, etc., and perform for a period of two (2.0) years. The period shall be two (2.0) years from the date of final acceptance as shown on the Letter of Final Acceptance as issued by the Engineer.

The Contractor agrees to make all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the constructed work. The Contractor shall reimburse the Owner for the costs of all Engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the Contract Document; and in case the said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and the said Contractor and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar days failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to do so maintain and repair damages in these premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, the said (Contractor) _____ has caused by these presents to be executed by (name of Contractor's authorized signer) _____ and the said (name of surety) _____ has caused these presents to be executed by its attorney-in-fact or official) _____ and the said attorney-in-fact of official _____ has hereto set his hand this _____ day of _____, 2023,

PRINCIPAL

Title: _____
Company: _____

Address: _____

ATTEST:

Name: _____
Title: _____
Company: _____

SURETY

Title: _____
Company: _____

Address: _____

ATTEST

Name: _____
Title: _____
Company: _____

The name, address and telephone number of the Resident Agent of Surety is:

Name: _____
Address: _____

Telephone: _____

- NOTE: 1. Power of Attorney must be attached.
2. The Maintenance Bond effective date will begin when the Final Letter of Acceptance is issued by the City.

DIVISION 9

Certificate of Insurance

TO: CITY OF BURLESON, TEXAS

Date: _____

NAME OF PROJECT: Parking Additions at Chisenhall Fields & Bailey Lake Park

THIS IS TO CERTIFY THAT _____

(Name and Address of Insured)

is, at the date of this certificate, Insured by this Company with respect to the business operations hereinafter described, for the type of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Worker's Compensation				Ea. Occurrence: \$100,000 Disease: Ea. Person: \$100,000 Policy Limit: \$500,000
Comprehensive General Liability Insurance (Public Liability)				Ea. Occurrence: \$1,000,000 Aggregate Limit: \$2,000,000
Comprehensive Automobile Liability				Bodily Injury: Ea. Person: \$250,000 Ea. Occurrence: \$500,000 Property Damage: Ea Occurrence: \$100,000

Locations covered: _____

Description of operations covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five (5) days after the insured has received written notice of such change/or cancellation.

Where applicable local laws or regulations require more than five (5) days actual notice of change or cancellation to be assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

Agency _____

City of Burleson Agent _____

Address _____

By _____

Title _____

DIVISION 200-800

COG SPECS

This project shall be constructed in accordance with the Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, the most recent addition hereof at the time of the submission of bids, which standard specifications are incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur between the Special Conditions and the General Conditions, the Special Conditions shall govern.

- 200 Site Protection and Preparation
- 300 Roadway Construction
- 400 Roadway Maintenance and Rehabilitation
- 500 Underground Conduit Construction and Appurtenances
- 600 Conduit and Appurtenance Rehabilitation
- 700 Structures
- 800 Miscellaneous Construction and Materials

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NORTHSTAR CONSTRUCTION, LLC
Fort Worth, TX United States

Certificate Number:
2023-998736

Date Filed:
03/24/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

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.

ITB 2023-010
Chisenhall & Bailey Lake Parking Additions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heimlich, Michael	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael A. Heimlich, and my date of birth is 02/19/1963.

My address is 1230 Oak Trail, Keller, TX, 76244, Tarrant
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 27th day of March, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Fire
FROM: K.T. Freeman, Fire Chief
MEETING: April 17, 2023

SUBJECT:

Consider approval of a resolution adopting an emergency medical and ambulance services billing policy. *(Staff Presenter: K.T. Freeman, Fire Chief)*

SUMMARY:

The purpose of this presentation is for Council to consider approval of an EMS Billing Resolution based on the feedback and direction given to Staff during the March 6, 2023 work session. Discussion topics during the work session included a proposed Fee Schedule for Burleson EMS Services, in addition to policy options that could be included in the City's billing practices. Staffs presentation will include a summary of feedback received from Council during the March 6th meeting, a revised Fee Schedule proposal, and a review of policy options that can be including in the City's billing practices with Council approval.

OPTIONS:

- 1) Approve resolution as presented
- 2) Deny resolution as presented
- 3) Request staff to modify the resolution

RECOMMENDATION:

Staff recommends approval of first reading of the resolution as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

March 6, 2023 Council Work Session

FISCAL IMPACT:

N/A

STAFF CONTACT:

K.T. Freeman
Fire Chief
ktfreeman@burlesontx.com
817-426-9171



EMS Billing Discussion Recommendation

CITY COUNCIL PRESENTATION

APRIL 17, 2023



Discussion Objectives

- Summary of Council Feedback from March 6, 2023 work session
- Revised proposed Burleson Fee Schedule
- Review Policy Options for Billing that are included in the Resolution
- Consideration of Proposed action item to approve Fee Schedule Billing Resolution

Work Session Summary

On March 6, 2023, Council received a briefing regarding EMS Billing Best Practices from staff & Rachel Williams, Emergicon Vice President of Client Services



Workshop discussion topics included



Fee schedule comparisons of MedStar and Numerous Local Fire Based EMS Cities



Reimbursement Considerations



Billing options



Feedback from Council to Staff



Staff directed by Council to modify Proposed Fee Schedule to include:

- Reduce fee for ALS 2 services
- Slight increase of SCT rates (approx. 50 per year)
- No hard collections or practices that could harm patients credit
- Balance Billing Patients after commercial insurance pays (soft collection only with ability for write offs)
- Interest-free payment plans administered by EMERGICON
- A prompt pay discount of between 25-45% administered by EMERGICON's Patient Accounts Team
- Allow EMERGICON the ability to write off disposables and oxygen charges when working with patient who have balances



BURLESON PROPOSED FEE SCHEDULE

Proposed Fee Schedule

ALS-E - A0427	\$1,600.00
---------------	------------

ALS 2 - A0433	\$1,750.00
---------------	------------

BLS-E - A0429	\$1,400.00
---------------	------------

SCT - A0434	\$2,200.00
-------------	------------

ALS Disp - A0398	\$400.00
------------------	----------

BLS Disp - A0382	\$350.00
------------------	----------

O2 - A0422	\$150.00
------------	----------

Mileage - A0425	\$24.00
-----------------	---------

TNT - A0998	\$175.00
-------------	----------

MedStar's Fee Schedule

ALS-E - A0427	\$ 1,785.00
---------------	-------------

ALS 2 - A0433	\$ 1,785.00
---------------	-------------

BLS-E - A0429	\$ 1,685.00
---------------	-------------

SCT - A0434	\$ 2,640.00
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ALS Disp - A0398	\$ 156.00
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BLS Disp - A0382	\$ 100.00
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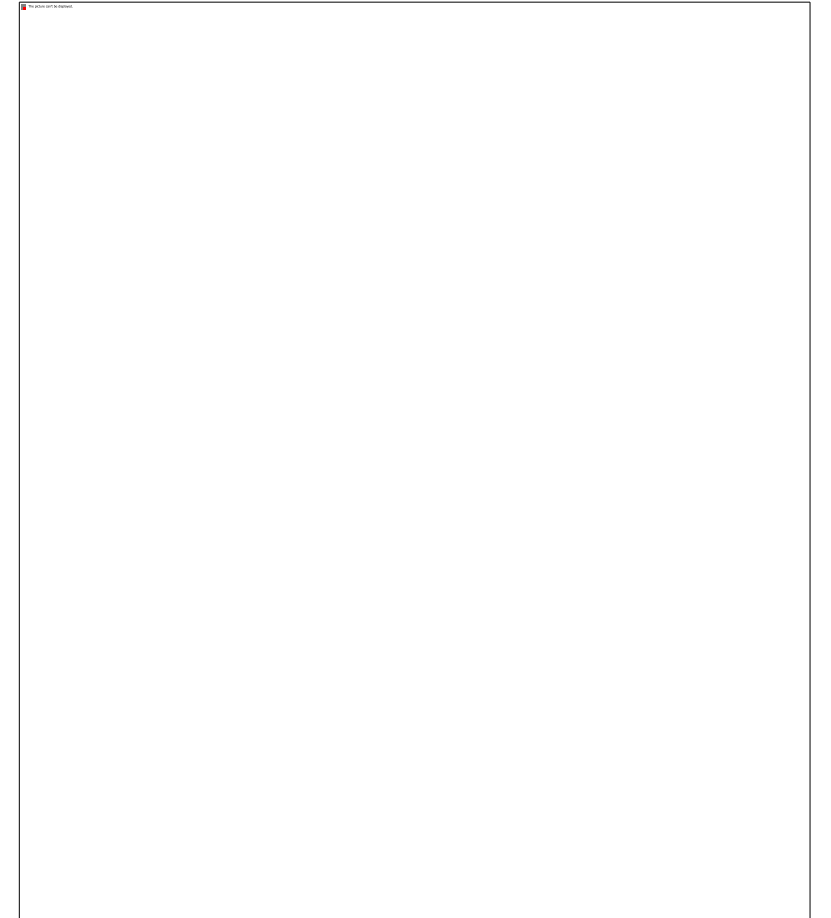
O2 - A0422	\$ 116.00
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Mileage - A0425	\$ 27.00
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TNT - A0998	\$ 500.00
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Summary: Key Components of Proposed EMS Billing Resolution for Council Consideration: Staff Recommends

- The Modified Fee Schedule as proposed (includes reduced ALS 2 rate and slight increase to SCT rate)
- Balance billing of patients after commercial insurance pays (administered per policy discussion)
- Allowing EMERGICON the ability to write off disposables and oxygen charges when working with patients
- Prohibiting use of Hard Collections or actions that could harm patients credit
- Allowing interest-free payment plans administered by EMERGICON
- The ability to offer prompt pay discounts of between 25-45% managed by EMERGICONs Patient Accounts Team



Action Requested

Approve EMS Billing Resolution as
Presented





Questions Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING AN EMERGENCY MEDICAL AND AMBULANCE SERVICES BILLING POLICY.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, on December 12, 2022, the City entered into an agreement for specialized professional ambulance billing services with Emergicon, LLC (“Emergicon”) for Emergicon to provide billing and claims management services for the City’s emergency medical and ambulance services (the “Agreement”); and

WHEREAS, the City Council desires to adopt a billing policy to provide direction to Emergicon in providing billing and claims management services under the Agreement; and

WHEREAS, the City Council finds that adopting the emergency medical and ambulance services billing policy attached hereto as Exhibit “A” (the “Emergency Medical and Ambulance Services Billing Policy”) is in the best interest of the citizens of the City;

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

Section 1.

The Emergency Medical and Ambulance Services Billing Policy is hereby approved and adopted. The City Manager is hereby directed to deliver a copy of the Emergency Medical and Ambulance Services Billing Policy to Emergicon,

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT “A”

Emergency Medical and Ambulance Services Billing Policy

CITY OF BURLESON
EMERGENCY MEDICAL AND AMBULANCE SERVICES BILLING POLICY
Approved April 17, 2023

PURPOSE

- 1.01. General. On December 12, 2022, the City of Burleson ("City") entered into an agreement for specialized professional ambulance billing services with Emergicon, LLC ("Emergicon") for Emergicon to provide billing and claims management services for the City's emergency medical and ambulance services (the "Agreement"). The purpose of this Policy is to provide direction to Emergicon in performing its duties under the Agreement by approving an initial fee schedule for emergency medical and ambulance services, approving specific billing practices, and authorizing Emergicon to make certain discounts and write offs.
- 1.02. Effective Date of Policy. The terms of this Policy shall take effect on October 1, 2023.

FEE SCHEDULE

- 2.01. Fee Schedule. The initial fee schedule for emergency medical and ambulance services in the City is as follows:

Proposed Fee Schedule	
ALS-E - A0427	\$1,600.00
ALS 2 - A0433	\$1,750.00
BLS-E - A0429	\$1,400.00
SCT - A0434	\$2,200.00
ALS Disp - A0398	\$400.00
BLS Disp - A0382	\$350.00
O2 - A0422	\$150.00
Mileage - A0425	\$24.00
TNT - A0998	\$175.00

- 2.02. Definitions. The terms and acronyms used in the initial fee schedule above shall have the following meanings in this Policy:

Advanced Life Support – Emergent (ALS-E) – A patient is in more critical condition, and a paramedic is required to assist in the treatment of the patient.

Advanced Life Support 2 (ALS 2) – ALS-E combined with specific medication or interventions delivered.

Basic Life Support – Emergent (BLS-E) – An emergency transport provided by certified Emergency Medical Technicians (EMTs).

Specialty Care Transport – Interfacility transport of a critically ill patient, which requires specially trained paramedics.

Advanced Life Support Disposables – A bundled fee designed to cover supplies used during ALS-E or ALS 2 transports.

Basic Life Support Disposables – A bundled fee designed to cover supplies used during BLS-E transports.

Oxygen – A fee for oxygen.

Mileage – A fee per mile of transport.

Treatment No Transport (TNT) – A fee that can be assessed when specific interventions are performed, but the patient is not transported.

- 2.03. Applicability. The initial fee schedule shall apply to both residents and non-residents of the City.
- 2.04. TNT Fee. The TNT fee shall apply only when an ALS intervention is performed.
- 2.04. Ordinance. City staff is hereby directed to bring the initial fee schedule above back before Council during Council’s consideration of its annual budget for Fiscal Year 2023 as an ordinance or part of an ordinance.

BILLING PRACTICES, DISCOUNTS, AND WRITE OFFS

- 3.01. Balance Billing. Emergicon is authorized to utilize balance billing, meaning the patient shall receive a bill for the difference between the amount charged and the amount the patient’s insurance covers and approves.
- 3.02. Authorized Write Offs. Emergicon is authorized to write off fees for disposables and oxygen. The specific amounts written off, if any, and other terms of the write

off shall be determined by Emergicon.

- 3.03. Hard Collections Prohibition. Emergicon shall not utilize collection methods that report unpaid balances to credit reporting agencies.
- 3.04. Interest-Free Payment Plans. Emergicon is authorized to offer patients with balances interest-free payment plans. The specific terms of such payment plan, if any, shall be determined by Emergicon.
- 3.05 Prompt Payment Discounts. Emergicon is authorized to allow a prompt pay discount of twenty-five percent (25%) to forty-five percent (45%) of the amount owed. The specific discount percentage, if any, and other terms of the discount shall be determined by Emergicon.

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: April 17, 2022

SUBJECT:

Consider approval of an ordinance amending Chapter 14, "Businesses" of the Code of Ordinances of the City of Burleson, Texas (2005), as amended, by adding article XII, entitled "Registration of Short Term Rentals" and establishing general standards and a registration process for short-term rentals, establishing fees, and providing definitions. (*First Reading*)(*Staff Presenter: Tony McIlwain, Development Services Director*)

SUMMARY:

City staff provided a briefing to the City Council on short term rentals (STRs) during the regular meeting of February 6, 2023. STRs refers to an activity in which one party, the "host," agrees to rent out all or part of a home to another party, the "guest," on a temporary, time-limited basis. The rental duration ranges from days to weeks, but is typically much shorter than a conventional lease agreement.

City staff advised the Council that they have received zoning inquiries and citizen complaints regarding short term rentals within the community. At the conclusion of that briefing, Council directed staff to create an ordinance that provides for definitions, a registration process, fees and a fire inspection. The ordinance being provided for approval accomplishes the direction given by Council.

OPTIONS:

- 1) Approve the ordinance as presented
- 2) Approve the ordinance with changes
- 3) Deny the ordinance

RECOMMENDATION:

Staff recommendations approval of the ordinance as written.

FISCAL IMPACT:

With the exception of collecting the registration fee, there is no fiscal impact to the budget.

STAFF CONTACT:

Name: **Tony McIlwain**
Title: **Development Services Director**
Email: tmcilwain@burlesontx.com
Phone: **817-426-9684**Name

SHORT TERM RENTAL ORDINANCE AND FEE SCHEDULE



Council Presentation: April 17, 2023

SHORT TERM RENTAL ORDINANCE

- Short term rental (STR) refers to an activity in which one party, the “host,” agrees to rent out all or part of a home to another party, the “guest,” on a temporary, time-limited basis.
- City staff provided a briefing to the City Council on STRs during the regular meeting of February 6, 2023.
- At the conclusion of that briefing, Council directed staff to move forward with the creation of an ordinance that addresses STRs.



SHORT TERM RENTAL ORDINANCE

- Based on Council's direction, staff has prepared an ordinance providing for the registration, annual permitting and inspections of STRs.
- The application will require the owner/operator's contact information, 24-hour contact information of a local representative and dimensioned floor plan illustrating an evacuation route.
- The ordinance does not contain a provision for the collection of a hotel occupancy tax.

SHORT TERM RENTAL ORDINANCE

- The Development Services Department will review applications, issue permits, collect fees, and manage renewals of STRs. All permits will be tracked within the city's existing permitting software.
- The Fire Marshal's office will conduct inspections of the premises to determine the placement and number of working smoke detectors, carbon monoxide detectors, presence of fire extinguishers, ingress and egress routes, electrical service panels and electrical outlets.



SHORT TERM RENTAL ORDINANCE

- Properties operating without a STR permit or properties causing nuisance violations (e.g. noise, care of premises) will be handled through Code Compliance through issuance of a notice of violation (NOV) and will be given 14 days to apply for permit.
- If non-compliance continues, a citation may be issued daily for violators. A fine may be issued up to \$500.

SHORT TERM RENTAL ORDINANCE

- The STR ordinance contains criteria and a process for denial and/or revocation of a permit as well as a process for an appeal of a denied and/or revoked permit.
- Appeals of a denied and/or revoked permit will be heard by the Zoning Board of Adjustments.
- If a permit is revoked, no additional permit may be granted for the same property within a year of the revocation.

STR 2022-23 FEE SCHEDULE AMENDMENT

- As part of this process, staff is also proposing an amendment to the City's 2022-23 fee schedule (CSO# 3069-2022) to provide new fees for the annual permitting of short term rentals.
- Staff is proposing an initial \$150 permit and \$150 permit renewal fee.
- These fees are non-refundable.



FEES IN OTHER CITIES

CITY	STR ORDINANCE	REGISTRATION REQUIRED	INSPECTION REQUIRED	FEE AMOUNT	H.O.T. COLLECTED
Arlington	Yes	Yes	Yes	\$500 with \$500 renewal	Yes: 9%
The Colony	Yes	Yes	Yes	None	Yes: 7%
Coppell	Yes	Yes	Yes	\$50 (\$25 for operators 65 years and older)	Yes: 7%
Euless	Yes	Yes	Yes	\$200 with \$200 renewal	Yes: 7%
Fort Worth	Yes	Yes	Yes	\$150 with \$100 renewal	Yes: 7%
Grand Prairie	Yes	Yes	Yes	\$480 with \$480 renewal	Yes: 7%

CITY COUNCIL OPTIONS

- Approve the STR ordinance and amendment to the fee schedule
- Approve the STR ordinance and amendment to the fee schedule with additional changes
- Approve the STR ordinance and deny the amendment to the fee schedule
- Deny the STR ordinance and corresponding amendment to the fee schedule

STAFF'S RECOMMENDATION

- Staff recommends approval of the short term rental ordinance and amendment to the fee schedule with a suspended start date of June 19th.
- The suspended start date will allow time for staff to create the application, update the permitting database, refine the inspection process and notify any relevant parties of the new ordinance.



ORDINANCE

AN ORDINANCE AMENDING CHAPTER 14, “BUSINESSES” OF THE CODE OF ORDINANCES OF THE CITY OF BURLESON, TEXAS (2005), AS AMENDED, BY ADDING ARTICLE XII, ENTITLED “REGISTRATION OF SHORT TERM RENTALS” AND ESTABLISHING GENERAL STANDARDS AND A REGISTRATION PROCESS FOR SHORT-TERM RENTALS, ESTABLISHING FEES, AND PROVIDING DEFINITIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the increase in the number of persons or entities desiring to rent their residential properties has led to the increase of transient and vacation rental uses within neighborhoods; and

WHEREAS, the use of residential premises by individuals for short periods of time may negatively impact the residential character of many neighborhoods by reducing communication and accountability between permanent residents by partially substituting permanent residents with transient visitors; and

WHEREAS, the City has investigated the nature and extent of short-term rentals in the City and has obtained public input at public meetings regarding the impact of short-term rentals on neighborhoods in the City; and

WHEREAS, the City has received complaints about short-term rentals from citizens who have contacted code enforcement, police, and City councilmembers about short-term rentals; and

WHEREAS, when investigating complaints, the City does not have adequate contact information for owners of short-term rentals, which would be beneficial in timely responding to complaints and in the event of life, health or safety emergencies; and

WHEREAS, the City Council desires to ensure the health and safety of guests and residents, but also support tourism in a balanced way; and

WHEREAS, the City Council reviewed a variety of possible regulations for short-term rentals and determined that enacting a registration program for short-term rentals will serve to balance the rights of all stakeholders through a fair and balanced regulatory framework and ensure that the short-term rentals do not become a nuisance; and

WHEREAS, the City wishes to adopt regulations requiring the registration of short-term rentals in Burleson, which will allow the City to properly identify the location of short-term rentals and to provide contact information for owners and agents of short-term rentals to aid in responding to complaints and emergencies; and

WHEREAS, City Council finds and determines that regulating the short-term rental property is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents of the City of Burleson;

WHEREAS, the City Council finds and determines that the adoption of this ordinance is necessary and proper and in the best interests of the public health, safety, and general welfare.

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

SECTION 1.

The Code of Ordinances of Burleson, Texas (2005) is hereby amended by adding a new article, entitled Article XII “Short-Term Rental Registration” to Chapter 14 “Businesses”, comprised of Sections 14-570 through 14-582 which read as follows:

“ARTICLE XIII: SHORT-TERM RENTAL REGISTRATION

Sec. 14-571. Purpose.

This Article is intended to provide a procedure to allow the rental of residential premises to visitors on a short-term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods due to nuisances. Additionally, this Article is intended to ensure that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

Sec. 14-572. Definitions.

Advertise means the act of drawing the public’s attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or social media and mobile application.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

City means the City of Burleson, Texas.

City Manager means the city manager of the City.

Director means the director of the department designated by the City Manager to enforce and administer this Article, including the Director's designees.

Fire Code means the fire code adopted by the City.

Local Contact Person means the person designated by the Owner or Operator who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of:

- (a) responding in person within one (1) hour to complaints regarding the condition, operation, or conduct of Occupants of the Short-Term Rental unit; and
- (b) taking remedial action to resolve such complaints.

The Owner or Operator may be listed as the Local Contact Person.

Municipal Court means the City of Burleson, Texas Municipal Court of Record.

Operator means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other group or combination acting as a unit who is the proprietor of a Short-Term Rental with authority to act in that capacity, whether in the capacity of Owner, lessee, sub-lessee, mortgagee in possession, licensee, or any capacity. Where the Operator performs his or her functions through a managing agent of any type or character, other than an employee, or where the Operator performs his or her functions through a rental agent, the managing agent or the rental agent shall have the same duties as his or her principal.

Owner means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

Occupant means any individual person living in, sleeping in, or possessing a building or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract, or other legal document to be considered an occupant.

Premises means property, a lot, plot, or parcel of land, including any structures or portions of structures thereon.

Short-Term Rental means a residential premise, or portion thereof, used for lodging accommodations to Occupants for a period of not less than one or more than thirty (30) consecutive days, other than an ongoing month-to-month tenancy granted to the same renter for the same premises. The definition of Short-Term Rental does not include a hotel, motel, bed and breakfast, executive suite, or other non-residential use.

Zoning Ordinance means the zoning ordinance adopted by the City.

Sec. 14-573. Unpermitted Short-Term Rentals Prohibited.

- (a) It shall be unlawful for any Owner, Operator, or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted Short-Term Rental.
- (b) It shall be an affirmative defense to violation of this section that the occupant is a party to the sale of the premises and was occupying the premises pursuant to a written post-closing occupancy agreement.

Sec. 14-574. Short-Term Rental Permit Required.

- (a) An Owner or Operator who desires to use its Premises as a Short-Term Rental must have valid, active short-term rental permit from the City prior to using, allowing the use of, or advertising the use of said Premises as a Short-Term Rental. Each rentable unit must be permitted. Upon application to the City, a Short-Term Rental permit shall be approved by the Director if the application satisfies all the conditions of this Article and the Zoning Ordinance. The Director may place reasonable conditions on Short-Term Rental permits to ensure compliance with the provisions of this Article.
- (b) A copy of the Short-Term Rental permit shall be posted at a conspicuous location inside the front entrance(s) to the Short-Term Rental.
- (c) Owners and Operators of Short-Term Rental units which were registered before the effective date of this ordinance shall have ninety (90) days from the effective date of this ordinance to secure the permit required under this Article.

Sec. 14-575. Transferability.

- (a) A Short-Term Rental permit is not transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit may be grounds for revocation of a permit.

Sec. 14-576. Short-Term Rental Permit Application Process.

- (a) *Application requirement.* An Owner or Operator who wishes to offer his or her residential premises as a Short-Term Rental must submit an application for a permit to the City.
- (b) *Application process.* Applications shall be in writing on a Short-Term Rental application form prescribed by the City Manager or his designee. The date of receipt of an application form shall be recorded by the City in a manner sufficient to verify the date of its submission. The Owner or Operator must submit the following information on the application form:
 - (1) The physical address of the short-term residential premises; and

- (2) The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed Short-Term Rental premises; and
 - (3) The Owner's name, address, email address, and telephone number; and
 - (4) If the Owner is not a natural person, then the name, address, and email address of a natural person who has the legal authority to act for the Owner; and
 - (5) The Operator's name, address, email address, and telephone number; and
 - (6) If the Operator is not a natural person, then the name, address, and email address of a natural person who has the legal authority to act for the Operator; and
 - (7) The name, address, email address, and twenty-four (24) hour telephone number of a Local Contact Person; and
 - (8) A statement that the Owner or Operator of the Short-Term Rental will comply with the requirements of this Article, including but not limited to, obtaining annual independent inspections of required fire extinguishers in compliance with the City's current Fire Code, and with all applicable state and local laws, and that the Owner or Operator shall be liable for any violations of applicable state and local laws; and
 - (9) When applicable, written verification from the Owner that the Operator is authorized to operate the Premises as a Short-Term Rental; and
 - (10) Such other information as the City Manager or his designee deems reasonably necessary to administer this Article.
- (c) There shall be a nonrefundable permit application fee. The application fee shall be in the amount set forth in the City's fee schedule.
 - (d) *Additional application requirements.* The Short-Term Rental application form must be accompanied by a dimensioned floor plan of the of the Short-Term Rental identifying Bedrooms, other living spaces, and emergency evacuation routes.
 - (e) If an application form is determined to be incomplete, the Director shall notify the Owner or Operator in writing of the incomplete nature of the application and the basis for that determination.

Sec. 14-577. Expiration of Permit; Renewals.

- (a) A Short-Term Rental permit shall expire on the last day of the month one year after the date of issuance. No Short-Term Rental permit may be renewed without a completed renewal application submitted by the Owner or Operator and payment of the application fee. If the renewal application satisfies the conditions of this Article and all other provisions of the Code of Ordinances and the Zoning

Ordinance, an application for renewal of a Short-Term Rental permit shall be approved by the Director or his designee.

- (b) An application for a Short-Term Rental renewal permit must be filed beginning thirty (30) days prior to the expiration of a current permit. Every complete application for a Short-Term Rental renewal permit shall include updates, if any to the information contained in the original permit or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated is accurate and complete. The Director may require such certifications deemed necessary and proper to ensure continuing compliance with this Article.
- (c) An application for a Short-Term Rental renewal permit submitted after the expiration of the most recent permit for the premises shall be treated as an application for a new permit as described in Section 14-576.
- (d) If a complete application for a Short-Term Rental renewal permit is submitted less than thirty (30) days prior to the expiration of the current permit, the Director, in his sole discretion, may grant a one-time extension of the current permit not to exceed ten (10) days.
- (e) A nonrefundable permit renewal application fee shall accompany any renewal application. The application fee shall be in the amount set forth in the City's fee schedule.

Sec. 14-578. Inspection.

Prior to issuance of a Short-Term Rental permit, the Owner or Operator shall allow, within ten (10) days of receipt of notice from the City, an on-site inspection of the Short-Term Rental premises by the Director or the Director's designee to ensure compliance with minimum health and safety requirements for use and occupancy. If, upon completion of an inspection, the Premises are found to be in violation of one (1) or more provisions of applicable City codes and ordinances, the City shall provide written notice of such violation and shall set a re-inspection date for a violation to be corrected prior to issuance of a Short-Term Rental permit.

Sec. 14-579. Change of Information.

Any change of information provided in a Short-Term Rental application form must be reported to the City within ten (10) days and be continuously updated as changes occur.

Sec. 14-580. Additional Requirements.

- (a) Smoke Alarms and Fire Extinguisher. Each Short-Term Rental Owner or Operator shall provide in the Short-Term Rental working smoke and carbon monoxide detectors, with alarms, in accordance with adopted codes, and at least one working Type A fire extinguisher. The Owner or Operator is responsible for obtaining

annual independent inspections of the fire extinguishers in compliance with the City's current Fire Code. The premises shall otherwise comply with applicable Code of Ordinance requirements, including but not limited to all building and fire codes.

- (b) Emergency Evacuation Routes. Each Short-Term Rental Owner or Operator shall provide in a conspicuous place in the Short-Term Rental a dimensioned floor plan of the Short-Term Rental identifying Bedrooms, other living spaces, and emergency evacuation routes.

Sec. 14-581. Compliance and Enforcement; Penalty Provisions.

- (a) The Owner, Operator, Local Contact Person, and Occupants shall comply with all applicable laws, rules and regulations pertaining to the operation, use, and occupancy of a Short-Term Rental, as well as all City ordinances, including those related to trash, noise, and parking. The Owner shall not be relieved from any civil or criminal liability for a violation of this Article, regardless of whether such violation is committed by the Owner, Operator, Local Contact Person, or Occupant of the Owner's Short-Term Rental.
- (b) Nothing in this Article shall be construed to relieve any person or Owner of any other applicable requirements of federal, state, or local law, rules, or regulations. Nothing in this Article shall be construed to provide any property owner with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the use of such owner's property as a Short-Term Rental as defined in this Article.
- (c) It shall be unlawful for any person or entity to violate any provision of this Article. Proof that a violation of this Article occurred at a Short-Term Rental shall create a rebuttable presumption that the Owner of said Short-Term Rental committed the violation.
- (d) Prosecution under this Article shall not require the pleading or proving of any culpable mental state. Any violation of this Article which does not allege a culpable mental state is a Class C misdemeanor offense, and upon conviction shall be punished by a fine in the maximum amount of five hundred dollars (\$500.00).
- (e) If a culpable mental state is alleged in the charge of the offense and the offense governs fire safety or public health, such offense shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).
- (f) Penalties provided for in this Article are in addition to any other criminal or civil remedies that the City may pursue under federal, state, or local law.

Sec. 14-582. Revocation of Permit.

- (a) A permit may be denied or revoked by the Director for any of the following reasons:
 - (1) Providing false or misleading information on a Short-Term Rental application form.
 - (2) Information required to be provided as part of this Article has changed or is no longer accurate and the permit holder has failed to notify the City.
 - (3) Found guilty in the Municipal Court of two or more violations of the City of Burleson Code of Ordinances, this Article, or any other City ordinance within the preceding twelve-month time period.
 - (4) Failure to timely provide any information, or any corrected information, required under this Article.
- (b) Prior to denying or revoking a permit, the Director shall provide a written warning to the Owner or Operator, explaining the deficiencies in the application or permit, and provide for a deadline by which the applicant can voluntarily remedy the deficiencies.
- (c) Notice that a permit has been denied or revoked shall be given in writing to the Owner or Operator who completed the Short-Term Rental application form. The notice shall state the reason(s) for the denial or revocation, and it shall be served either by personal service or by certified United States mail to the address provided in the Short-Term Rental application form. The denial or revocation shall become effective on the date of service if served by personal service, or three (3) days from the date of mailing if served by United States mail.
- (d) To contest the denial or revocation of a permit, the applicant shall file a notice of appeal with the Director within ten (10) days following the effective date of the denial or revocation. If no notice of appeal is filed within ten (10) days, the denial or revocation is sustained.
- (e) The Director shall forward the notice of appeal to the board office of the City Zoning Board of Adjustment within three (3) business days of receipt of the notice of appeal.
- (f) The Zoning Board of Adjustment shall hold a hearing within a reasonable time, but no later than sixty (60) days of the appeal being received in the board office, and shall render a decision at the conclusion of the hearing.
- (g) An appeal shall not stay the denial or revocation of a permit unless otherwise directed by the Director.

- (h) If a Short-Term Rental permit is revoked by the Director, then for one year after the date of revocation, no second or additional permit shall be issued for a Short-Term Rental on the same Premises which are the location of the revoked permit.”

SECTION 2. CUMULATIVE

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed. This ordinance is consistent with and is not intended to repeal any provision in the zoning ordinance.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. SAVINGS PROVISION

All rights and remedies of the City of Burleson are expressly saved as to any and all violations of the provisions of any ordinances concerning outdoor gatherings or Public Events which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense; however, if a culpable mental state is alleged in the charge of the offense and the offense governs fire safety or public health, such offense shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense. Penalties provided for in this ordinance are in addition to any other criminal or civil remedies that the City may pursue under federal, state, or local law.

SECTION 6.
PUBLICATION

Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city's website.

SECTION 7.
EFFECTIVE DATE

This ordinance shall be in full force and effect on and after June 1, 2023. The City Secretary shall provide for the publication of this ordinance after its passage as required by law. And it is so ordained.

First Reading: the _____ day of _____, 20____.

Final Reading: the _____ day of _____, 20____.

PASSED AND APPROVED this the _____ day of _____, 20____.

Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: April 17, 2022

SUBJECT:

Consider approval of an ordinance amending Ordinance CSO#3069-09-2022 the City's fee schedule by adding fees associated with the registration of short term rental properties; finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)(Staff Presenter: Tony McIlwain, Development Services Director)

SUMMARY:

On April 17, 2023, City Council will consider approval of an ordinance regarding the short term rental of property. An application fee was included as part of the ordinance. Therefore, there is a need to amend the City's approved fee schedule to include the new fee associated with short term rentals. The request is to add a section within the fee schedule for short term rentals. The Planning Section will include the following fee schedule:

Registration fee	\$150.00 (non-refundable)
Registration renewal fee	\$150.00 (non-refundable)

OPTIONS:

- 1) Approve the proposed amendment to the fee schedule
- 2) Approve the proposed amendment to the fee schedule with additional amendments
- 3) Deny the proposed amendment to the fee schedule

RECOMMENDATION:

Staff recommends approval of the ordinance as presented.

FISCAL IMPACT:

Other than the collection of the new fee, there are no other fiscal impacts.

STAFF CONTACT:

Name: **Tony McIlwain**
Title: **Development Services Director**
Email: tmcilwain@burlesontx.com
Phone: **817-426-9684**

SHORT TERM RENTAL ORDINANCE AND FEE SCHEDULE



Council Presentation: April 17, 2023

SHORT TERM RENTAL ORDINANCE

- Short term rental (STR) refers to an activity in which one party, the “host,” agrees to rent out all or part of a home to another party, the “guest,” on a temporary, time-limited basis.
- City staff provided a briefing to the City Council on STRs during the regular meeting of February 6, 2023.
- At the conclusion of that briefing, Council directed staff to move forward with the creation of an ordinance that addresses STRs.



SHORT TERM RENTAL ORDINANCE

- Based on Council's direction, staff has prepared an ordinance providing for the registration, annual permitting and inspections of STRs.
- The application will require the owner/operator's contact information, 24-hour contact information of a local representative and dimensioned floor plan illustrating an evacuation route.
- The ordinance does not contain a provision for the collection of a hotel occupancy tax.

SHORT TERM RENTAL ORDINANCE

- The Development Services Department will review applications, issue permits, collect fees, and manage renewals of STRs. All permits will be tracked within the city's existing permitting software.
- The Fire Marshal's office will conduct inspections of the premises to determine the placement and number of working smoke detectors, carbon monoxide detectors, presence of fire extinguishers, ingress and egress routes, electrical service panels and electrical outlets.



SHORT TERM RENTAL ORDINANCE

- Properties operating without a STR permit or properties causing nuisance violations (e.g. noise, care of premises) will be handled through Code Compliance through issuance of a notice of violation (NOV) and will be given 14 days to apply for permit.
- If non-compliance continues, a citation may be issued daily for violators. A fine may be issued up to \$500.

SHORT TERM RENTAL ORDINANCE

- The STR ordinance contains criteria and a process for denial and/or revocation of a permit as well as a process for an appeal of a denied and/or revoked permit.
- Appeals of a denied and/or revoked permit will be heard by the Zoning Board of Adjustments.
- If a permit is revoked, no additional permit may be granted for the same property within a year of the revocation.

STR 2022-23 FEE SCHEDULE AMENDMENT

- As part of this process, staff is also proposing an amendment to the City's 2022-23 fee schedule (CSO# 3069-2022) to provide new fees for the annual permitting of short term rentals.
- Staff is proposing an initial \$150 permit and \$150 permit renewal fee.
- These fees are non-refundable.



FEES IN OTHER CITIES

CITY	STR ORDINANCE	REGISTRATION REQUIRED	INSPECTION REQUIRED	FEE AMOUNT	H.O.T. COLLECTED
Arlington	Yes	Yes	Yes	\$500 with \$500 renewal	Yes: 9%
The Colony	Yes	Yes	Yes	None	Yes: 7%
Coppell	Yes	Yes	Yes	\$50 (\$25 for operators 65 years and older)	Yes: 7%
Euless	Yes	Yes	Yes	\$200 with \$200 renewal	Yes: 7%
Fort Worth	Yes	Yes	Yes	\$150 with \$100 renewal	Yes: 7%
Grand Prairie	Yes	Yes	Yes	\$480 with \$480 renewal	Yes: 7%

CITY COUNCIL OPTIONS

- Approve the STR ordinance and amendment to the fee schedule
- Approve the STR ordinance and amendment to the fee schedule with additional changes
- Approve the STR ordinance and deny the amendment to the fee schedule
- Deny the STR ordinance and corresponding amendment to the fee schedule

STAFF'S RECOMMENDATION

- Staff recommends approval of the short term rental ordinance and amendment to the fee schedule with a suspended start date of June 19th.
- The suspended start date will allow time for staff to create the application, update the permitting database, refine the inspection process and notify any relevant parties of the new ordinance.



ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE CITY'S FEE SCHEDULE IN ORDINANCE CSO#3069-09-2022 BY ADDING FEES ASSOCIATED WITH THE REGISTRATION OF SHORT TERM RENTAL PROPERTIES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; CONTAINING A SEVERABILITY CLAUSE, CUMULATIVE CLAUSE, AND EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council passed Ordinance CSO#3069-09-2022, which, among other things, provided a fee schedule that contained a list of all fees charged by the City of Burleson (save and except water and wastewater impact fees and solid waste collection rates which are wholly contained in separate ordinances); and

WHEREAS, the fee schedule needs to be amended to provide for additional fees related to the registration of short term rental properties for the 2022-23 fiscal year; and

WHEREAS, the proposed additional fee is included in the schedule depicted below as Exhibit "A" and incorporated as part of this Ordinance (the "Additional Fee Schedule"); and

WHEREAS, such Additional Fee Schedule is intended to be added to the Incorporated Fee Schedule in Ordinance CSO#3069-09-2022; and

WHEREAS, the City Council desires that the Additional Fee Schedule be added the current fee schedule set forth in Ordinance CSO#3069-09-2022.

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

Section 1.

Ordinance CSO#3069-09-2022 is hereby amended so that the Additional Fee Schedule attached hereto as Exhibit "A" shall supplement and be added to the Incorporated Fee Schedule in Ordinance CSO#3069-09-2022.

Section 2.

The City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

Section 3.

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life in the City.

Section 4.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

Section 6.

This ordinance shall take effect on _____, 20____ and from and after its passage and publication in accord with the provisions of the Texas Local Government Code.

AND IT IS SO ORDAINED.

PASSED AND APPROVED:

First Reading: the _____ day of _____, 20_____.

First Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit “A”: Additional Fee Schedule

Short Term Rental Permit Application Fee (Section 14-576(c))	\$150.00 (non-refundable)
Short Term Rental Permit Renewal Application Fee (Section 14-577(e))	\$150.00 (non-refundable)

City Council Regular Meeting

DEPARTMENT: Public Safety Communications

FROM: Paul Bradley, Director

MEETING: April 17, 2023

SUBJECT:

Consider approval of a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite (Computer-Aided Dispatch, Mobile Data System, Law Enforcement Records Management System) in the amount of \$2,612,275.73, including a five-percent contingency. (*Staff Presenter: Paul Bradley, Director of Public Safety Communications*)

SUMMARY:

The Public Safety Communications Department, Police Department and Fire Department fulfill critical public safety needs in the City. The departments work collaboratively and utilize a public safety software suite to manage responses and reporting for routine and emergency incidents. The suite includes a Computer-Aided Dispatch system, Mobile Data System and Law Enforcement Records Management System. The City's current public safety software suite, which is shared through a consortium with the Johnson County Sheriff's Office, agencies within Johnson County and the City of Cleburne, was purchased in 2008 and it is nearing "end of life."

The City engaged Mission Critical Partners, a consulting firm specializing in public safety, to conduct an operational and functional needs analysis, outline specifications, develop a Request for Proposal, provide guidance for procurement and assist with contract negotiations for a new public safety software suite. Proposals were reviewed, demonstrations were arranged and stakeholders provided input; CentralSquare Enterprise was unanimously selected as the best solution for the City's current needs and future growth. The consortium agencies were offered the opportunity to transition to CentralSquare Enterprise with the city but they have elected to procure their own Computer-Aided Dispatch (CAD) solution. Following the implementation of the new CAD systems, the consortium will end but data sharing and collaboration among the agencies will continue.

The CentralSquare CAD software requires a significant technological backbone to utilize the application which exceeds the server and network capacity available within the city's existing IT infrastructure. Consequently, as part of the CAD project, there are required hardware, networking and software costs associated with the system's implementation. Portions of the additional components will be placed in the existing Police Department data center and will house the new production environment for the CAD system. Other components will be placed at a new third data center located at the city service center which will serve as a fail over for City Hall and Police production data as well as the production environment for the future Intelligent Traffic System (ITS).

Central Square provided the City with pricing to purchase the hardware and networking equipment necessary to run the system as part of their proposal. BTX-IT compared the Central Square pricing with vendors through the cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and found better hardware and licensing components pricing with superior maintenance warranties. BTX-IT recommends purchasing the equipment through independent third parties rather than directly through Central Square. As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract which will provide the necessary infrastructure to support the system.

The City budgeted \$2,000,000 in ARPA funding for the initial implementation of the new CAD system. The software implementation and establishment of the IT infrastructure required to support CAD will cost \$2,338,511.32. Staff also recommends adding a five percent contingency to the Central Square contract which brings the total CAD implementation cost to \$2,462,905.40. As previously stated, a portion of the IT costs associated with CAD involves the establishment of a third data center to serve as a failover for the CAD system and various other city data. There is an existing \$225,000 budgeted for the conversion of the former emergency operations center at the city service center to a new data center. The remaining \$237,905.40 required to implement CAD will be funded through the IT Support Services Fund.

The City currently budgets annual maintenance costs for the existing CAD system, CentralSquare ONESolution, in the amount of \$212,650 with a five and one half percent cost escalation annually. The city will be required to continue to run ONESolution and pay the associated annual maintenance cost until the new system is fully implemented which will take approximately two years. There are also annual maintenance costs associated with the new CAD system and the IT infrastructure required to support it which will collectively average \$397,333.94 over the term of this contract. Once the City has migrated to the new software, the funds budgeted annually for the maintenance of the existing ONESolution software will be used to offset the annual cost of the new CAD. Ongoing annual support costs will be incorporated into the budget and will be funded through the IT Support Services Fund.

	CentralSquare Enterprise	Technology	Total Cost
Year 1	\$1,418,360.62*	\$1,044,544.78	\$2,462,905.40
Year 2	\$296,543.56	\$75,306.72	\$371,850.28
Year 3	\$296,675.19	\$77,735.02	\$374,410.21
Year 4	\$299,204.69	\$117,619.40	\$416,824.09
Year 5	\$301,491.67	\$124,759.52	\$426,251.19
*Includes 5% contingency of full contract Total five-year cost: \$4,052,241.17			

OPTIONS:

- 1) Approve the contract with CentralSquare
- 2) Deny the contract with CentralSquare

RECOMMENDATION:

Approve the contract with CentralSquare as outlined

FISCAL IMPACT:

Budgeted: Yes

Fund Name:

Year 1: \$2,000,000 – ARPA

\$225,000 – General Fund (Non-bonds)

\$237,905.40 – IT Support Services Fund

Years 2-5: IT Support Services Fund

STAFF CONTACT:

Paul Bradley
Director of Public Safety Communications
pbradley@burlesontx.com
817-426-9075



Public Safety Communications

CentralSquare Enterprise

Computer-Aided Dispatch

Mobile Data System

Law Enforcement Records Management System

Public Safety Communications

The *first*, first responders

- Answer 9-1-1 and non-emergency calls for assistance
 - 19,626 emergency 9-1-1 calls received in 2022
- Operate Computer-Aided Dispatch (CAD) system
 - Dispatch Police and Fire units via radio
 - 37,381 total calls for service processed in 2022
- Ensure safety of fellow first responders
 - Maintain status of Police and Fire units
 - Communicate and provide vital information to responders
- Query National Crime Information Center (NCIC) database

CAD / MDS / LERMS

Computer-Aided Dispatch (CAD)

- Utilized by Public Safety Communications
 - Enter calls for service and create call records
 - Query NLETS (National Law Enforcement Telecommunication System)

Mobile Data System (MDS)

- Utilized by Police and Fire Departments
 - Review and modify calls for service
 - Query NLETS
 - Access Records Management System
 - Maps and navigation

Law Enforcement Records Management System (LERMS)

- Utilized by Police Department and Public Safety Communications
- Repository for local law enforcement records
 - Reports, historical records, mugshots, offense codes for state reporting

Current CAD

Currently, the City is utilizing CentralSquare ONESolution for CAD

The solution was purchased in 2008 under a consortium model comprising nine other Johnson County Agencies

The City of Burleson hosts the production servers and provides technical support with the system to the other agencies

Consortium Members provide funding to the City to contribute with licensing and support costs

Why should we purchase a new system?

Current system is nearing “end of life”

- Legacy configuration
- Lack of future enhancements
- No longer marketed or sold
- Current system is inefficient and cumbersome to operate
- Poor analytics to review our operations

Benefits of new systems on the market

- Ability to interface with different technologies
 - Direct closest responders to the scene more quickly
- Better reporting and analytics
- Better operability between other organizations
- Improved system & network security configuration

Consulting the experts

Council approved a professional services agreement in the amount of \$159,247 on 10/4/2021 to engage a consulting firm to assist with procurement

Mission Critical Partners

- Specialists in Public Safety
- Experience in managing similar implementations

Services they have provided

- Operational and Functional Needs Analysis
- Specification Writing / RFP Development
- Procurement Guidance
- Contract Negotiations

Consortium

The City offered to partner with the consortium members to share the new system

The Johnson County Commissioner's Court provided direction for the County to proceed with a contract with SOMA Global for their public safety software suite

The door remains open for the County and/or other agencies to join at a later date

While we will be on separate systems after implementation, the agencies will continue to partner and share information

- Unify hub for bi-directional communication

Burleson and the other consortium members will continue to have access to the current system until it is no longer needed

Responses to RFP

The City received three proposals

- CentralSquare Technologies – Enterprise
- Integrated Computer Systems – Athena
- Tyler Technologies – Enterprise

Proposals were evaluated and scored by stakeholders from Police, Fire, Information Technology and Public Safety Communications

- Demonstrations were requested from CentralSquare Technologies and Tyler Technologies
 - Integrated Computer Systems was not requested to provide a demonstration
 - Responses to RFP indicated they did not have several interfaces desired by the City
- Stakeholders provided feedback and added scoring based on demonstrations
- Staff unanimously selected CentralSquare Technologies - Enterprise

Why CentralSquare?

Proven platform

- Utilized by leading organizations throughout the country
- CentralSquare is the provider of our current system

Designed for multiple disciplines – Police, Fire, EMS

Continuous upgrades and enhancements

- CentralSquare's flagship product – ongoing enhancements

Integrations with other City-owned systems

- G2 Fire Station Alerting System
- Eventide telephone and radio logging recorder
- ProQA Emergency Medical Dispatch
- Brazos ticket writer (Police)
- ImageTrend Records Management System (Fire/Medical)
- Tyler Incode (Court)

Why CentralSquare?

Ability to coordinate response and information sharing between agencies

- Unify CAD-to-CAD hub permits resource sharing with other organizations
 - Johnson County
 - MedStar
 - Fort Worth
- Bi-directional information and resource sharing
 - Allows communications centers to request units from other jurisdictions
 - Information sharing for criminal justice purposes

Coordinated responses for different disciplines

- Response plans built off static and location-based recommendations
 - Closest unit recommendations for high-priority calls
 - Static, sector-driven recommendations for routine calls
- Navigation for responding units

Technology Needs

The new CAD system will require a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure

As part of the CAD project, there are required hardware and networking costs associated with the system's implementation

BTX-IT recommends to install the production data for CAD at the police station and to establish a third data center in the hardened former emergency operations center at the city service center

- The site will provide additional redundancy and service as a fail over site for the City Hall and Police production data, as well as for the CAD
- The site will also house the production environment for the future Intelligent Traffic Center and the Traffic Management Center

Technology Needs

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run CAD a part of their proposal

BTX-IT compared the Central Square pricing with vendors available through cooperative pricing agreements, and were able to find better pricing with superior maintenance warranties

As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract, which include:

- Server hardware, licensing and rack equipment
- Firewall licensing and cyber security equipment
- New internet subscription services for the third data center
- Additional Microsoft licensing

The cost of technology for the IT infrastructure to support CAD over the next five years is \$1,439.965.44

Implementation Costs

The City budgeted \$2,000,000 in ARPA funding for the implementation of the new CAD system

- During the January 18, 2022 City Council Meeting, an ARPA update was provided
 - Council indicated support of funding the CAD system with ARPA funds rather than GO or CO bonds
- Central Square Enterprise Implementation: \$1,293,966.54
 - Five-percent contingency of full contract: \$124,394.08
 - Staff recommends including the contingency to assist with any unexpected expenses during the initial implementation
- IT Hardware and Networking Components: \$1,044,544.78
- Total Implementation Cost: \$2,462,905.40

There is an existing \$225,000 budgeted for the conversion of the former emergency operations center to a new third data center

The remaining \$237,905.40 required to implement CAD (\$2,462,905.40, less \$2,000,000 ARPA funding and \$225,000 data center funding) will be funded through the IT Support Services Fund

Five Year Costs

	Central Square Enterprise	Technology	Total Cost
Year 1	\$1,418,360.62	\$1,044,544.78	\$2,462,905.40*
Year 2	\$296,543.56	\$75,306.72	\$371,850.28
Year 3	\$296,675.19	\$77,735.02	\$374,410.21
Year 4	\$299,204.69	\$117,619.40	\$416,824.09
Year 5	\$301,491.67	\$124,759.52	\$426,251.19
Total Costs	\$2,487,881.65	\$1,439,965.44	\$4,052,241.17

*Total implementation costs for Year 1

- CentralSquare: \$1,293,966.54 + \$124,394.08 (5% contingency of full contract) = \$1,418,360.62
- Technology: \$1,044,544.78
- Total: \$2,462,905.40

Five Year Costs

The city's current budget for annual maintenance of the existing CAD system is \$212,650, with a five and one half percent escalator annually

During the implementation of the new system, which is anticipated to take approximately two years, the city will continue to pay for maintenance associated with the existing CAD

Once CentralSquare Enterprise is implemented, the funds budgeted annually for maintenance of the current system will offset a portion of the new system (approximately \$750,000 through contract years 3-5)

Ongoing annual support costs associated with CAD will be incorporated into the annual budget and will be funded through the IT Support Services Fund

Recommendation

Approve a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite in the amount of \$2,612,275.73, including a five percent contingency

Questions / Comments

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and Burleson, TX, for use by the Burleson Police Department ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Customer previously licensed software under the Software License and Service Agreement by and between SunGard Public Sector and Burleson TX, dated October 15, 2008 ("Legacy Agreement"); and a

WHEREAS, This Agreement revokes and replaces the Legacy Agreement including all licenses, services, and support, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Burleson Texas
1000 Business Center Dr. Lake Mary, FL 32746 <small>DocuSigned by:</small>	
By: <i>Ron Anderson</i> <small>CA1F6996BA084F7...</small>	By:
Print Name: Ron Anderson	Print Name:
Print Title: Chief Sales Officer	Print Title:
Date Signed: 3/16/2023	Date Signed:

Solution:

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Fee Schedule**").

All invoices shall be paid in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by

both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Action"** means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 1.2. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.4. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.5. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.6. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 1.7. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated

specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.10. **"Delivery"** means:

1.10.1. For on premise Solutions, when the software object code has been installed on Customer Systems and license keys have been received by Customer.

1.10.2. For a cloud-based Solutions, when Authorized Users have received access to any module of the Solution.

1.11. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.12. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

1.13. **"Go Live"** means first use of a Solution or module of a Solution in a production environment for a period as described in Exhibit 4: Statement of Work.

1.14. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

1.15. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.16. **"Maintenance"** means optimization, error correction, modifications, and Updates to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 ("**Support Standards**").

1.17. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.18. "Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.19. "Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.20. "Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 1.21. "Software"** means the software program(s) (in object code format only) identified on Exhibit 1. The term "Software" excludes any Third-Party Software.
- 1.22. "Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.23. "Solutions"** means the software, Documentation, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. "Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 1.25. "Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment

(e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.2. Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

- 2.4. Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1.** copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make

available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 5.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 6- Bomgar Access Policy; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in

performing, or failure to perform, any of its obligations under this Agreement.

- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Support Standards), Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support and Maintenance Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. Confidential Information shall be designated as confidential at the time of disclosure and if disclosed orally, shall be reduced to writing within ten (10) business days. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both Parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to

equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.

- 7.2.** Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security

- 8.1.** CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2.** Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3.** To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

- 9. Personal Data** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1.** Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2.** Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

- 9.3.** CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

- 9.4.** each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

- 10.2. Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

- 10.3. Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

- 10.4. Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 – Support Standards.

- 10.5. Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly

repair the non-conforming deliverables.

- 10.6. Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

- 11. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare:

CentralSquare
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-32
info@CentralSquare.com
Attention: Legal/Contracts

If to Customer:

Burleson, TX
For the benefit of Burleson Police
Department
Phone:
email:
Attention:

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

14. Termination. This Agreement may be terminated:

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description

in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

- 14.2. For Customer's failure to pay undisputed amounts due under this Agreement that has continued more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.
15. **Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:
 - 15.1. All rights, licenses, access, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
 - 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
 - 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
 - 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in an executed Statement of Work) prior to Go Live, Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
 - 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
16. **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
 - 17.1. **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other costs.
 - 17.2. **Escalation to Mediation.** If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
 - 17.3. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 17.4. **Litigation.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of

competent jurisdiction.

18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWELVE MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 3. Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by the customer, or a written change order or amendment to this agreement signed by both parties.

25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare has agreed to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an Amendment to this Agreement.

29. **Order of Precedence.**

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. City of Burleson Addendum

29.1.2. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 4), or change orders.

29.1.3. The attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Fee Schedule

Exhibit 2: Maintenance & Support Standards

Exhibit 3: Sample Certificate of Insurance

Exhibit 4: Statement of Work

Exhibit 5: Using/Accessing Agency Guidelines

Exhibit 6: CentralSquare Access Management Policy

Exhibit 7: Sample Documents for C2C

Exhibit 8: City of Burleson Addendum to Vendor's Contract Additional Provisions (To take precedence in accordance with 29.1.1.)

Exhibit 9: Various Operation Scenarios Documents

Exhibit 10: Various Interface Requirements Documents

EXHIBIT 1
Fee Schedule

SOFTWARE

ANALYTICS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	- 1,105.50	2,244.50
2.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	- 1,031.25	2,093.75
3.	FireView Analytics: 2 Integration (5 years data) CST System Annual Subscription	1	11,800.00	- 3,894.00	7,906.00
Analytics Software Subtotal					18,275.00 USD
Analytics Software Discount					- 6,030.75 USD
Analytics Software Total					12,244.25 USD

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
4.	CAD Enterprise Site License (OP) Annual Subscription Fee	1	14,740.00	- 4,864.20	9,875.80
5.	Enterprise CAD Archive Server Software (OP) Annual Subscription Fee	1	1,100.00	- 363.00	737.00
6.	Enterprise CAD Browser (OP) Annual Subscription Fee	1	4,300.00	- 1,419.00	2,881.00
7.	Enterprise CAD Disaster Recovery System (OP) Annual Subscription Fee	1	2,500.00	- 825.00	1,675.00
8.	Enterprise CAD GISLink Utility Position (OP) Annual Subscription Fee	1	2,200.00	- 726.00	1,474.00
9.	Enterprise CAD Mapping (OP) Annual Subscription Fee	8	200.00	- 528.00	1,072.00
10.	Enterprise CAD Mapping Test or Training (OP) Annual Subscription Fee	2	200.00	- 132.00	268.00
11.	Enterprise CAD Position (OP) Annual Subscription Fee	8	4,300.00	- 11,352.00	23,048.00
12.	Enterprise CAD Routing Server - Disaster Recovery (OP) Annual Subscription Fee	1	1,300.00	- 429.00	871.00
13.	Enterprise CAD Routing Server - Test or Trn. System (OP) Annual Subscription Fee	1	1,300.00	- 429.00	871.00
14.	Enterprise CAD Routing Server - Test or Trn. System (OP) Annual Subscription Fee	1	1,300.00	- 429.00	871.00
15.	Enterprise CAD Routing Server (OP) Annual Subscription Fee	1	8,100.00	- 2,673.00	5,427.00
16.	Enterprise CAD Server Software (OP) Annual Subscription Fee	1	13,000.00	- 4,290.00	8,710.00
17.	Enterprise CAD Test or Training System (OP) Annual Subscription Fee	1	2,500.00	- 825.00	1,675.00
18.	NCIC/State Query Position for Enterprise CAD (OP) Annual Subscription Fee	8	200.00	- 528.00	1,072.00
CAD Software Subtotal					90,340.00 USD
CAD Software Discount					- 29,812.20 USD

CAD Software Total 60,527.80 USD

CAD-TO-CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
19.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	14,950.00	- 4,933.50	10,016.50
CAD-to-CAD Software Subtotal					14,950.00 USD
CAD-to-CAD Software Discount					- 4,933.50 USD
CAD-to-CAD Software Total					10,016.50 USD

DEMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
20.	CentralSquare DEMS Annual Subscription Fee	1	6,360.00	- 2,098.80	4,261.20
DEMS Software Subtotal					6,360.00 USD
DEMS Software Discount					- 2,098.80 USD
DEMS Software Total					4,261.20 USD

EASY STREET DRAW

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
21.	Easy Street Draw License Fee	1	8,888.10	8,888.10
Easy Street Draw Software Total				8,888.10 USD

FILEONQ

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
22.	FileOnQ Annual Subscription Fee	1	44,226.00	44,226.00
FileOnQ Software Total				44,226.00 USD

FTO

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
23.	Field Training Online (Stand-Alone)— Annual Subscription Fee	1	5,000.00	- 3,978.97	1,021.03
FTO Software Subtotal					5,000.00 USD
FTO Software Discount					- 3,978.97 USD
FTO Software Total					1,021.03 USD

INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
24.	CentralSquare Message Switch (OP) Annual Subscription Fee	1	9,500.00	- 3,135.00	6,365.00
25.	CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee	1	3,200.00	- 1,056.00	2,144.00
26.	CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	2	1,500.00	- 990.00	2,010.00
27.	Enterprise CAD ASAP Interface Annual Subscription (OP) Annual Subscription Fee	1	5,500.00	- 1,815.00	3,685.00
28.	Enterprise CAD CryWolf Alarm Incidents Export (OP) Annual Subscription Fee	1	0.00		0.00
29.	Enterprise CAD CryWolf Permits Import (OP) Annual Subscription Fee	1	0.00		0.00
30.	Enterprise CAD Premise Data Import (OP) Annual Subscription Fee	1	4,300.00	- 1,419.00	2,881.00
31.	Enterprise CAD RapidSOS Interface (OP) Annual Subscription Fee	1	5,400.00	- 1,782.00	3,618.00
32.	Enterprise CAD Text-to-911 Interface (OP) Annual Subscription Fee	1	8,000.00	- 2,640.00	5,360.00

33.	Enterprise Police-to-Police Annual Subscription Fee	1	5,000.00	- 2,500.00	2,500.00
34.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00	- 2,772.92	2,227.08
35.	Standard Alpha Numeric Paging Interface (OP) Annual Subscription Fee	1	3,900.00	- 1,287.00	2,613.00
36.	Standard ANI/ALI Interface (OP) Annual Subscription Fee	1	3,900.00	- 1,287.00	2,613.00
37.	Standard Arrest and Incident Publisher (OP) Annual Subscription Fee - TX Gang	1	4,100.00	- 1,353.00	2,747.00
38.	Standard Arrest and Incident Publisher (OP) Annual Subscription Fee - GangNet Systems	1	4,100.00	- 1,353.00	2,747.00
39.	Standard Citation Importer (OP) Annual Subscription Fee	1	5,100.00	- 2,353.00	2,747.00
40.	Standard EMD Integration (OP) Annual Subscription Fee	8	200.00	- 528.00	1,072.00
41.	Standard Incident Publisher (OP) Annual Subscription Fee	1	4,100.00	- 1,353.00	2,747.00
42.	Standard Logging Recorder Interface (OP) Annual Subscription Fee	1	8,400.00	- 2,772.00	5,628.00
43.	Standard National Data Exchange (N-DEx) Publisher (OP) Annual Subscription Fee	1	4,100.00	- 1,353.00	2,747.00
44.	Standard Texas State Crash Publisher (OP) Annual Subscription Fee	1	5,500.00	- 1,815.00	3,685.00
45.	Standard USDD Station Alert Interface (OP) Annual Subscription Fee	1	8,600.00	- 2,838.00	5,762.00
46.	Standard Warrant Publisher (OP) Annual Subscription Fee	1	4,100.00	- 1,353.00	2,747.00
47.	Standard Warrants Importer (OP) Annual Subscription Fee	1	10,800.00	- 3,564.00	7,236.00
48.	Std Enterprise CAD External Incident Data Transfer (OP) Annual Subscription Fee - ImageTrend	1	6,500.00	- 2,145.00	4,355.00

Interfaces Software Subtotal 123,700.00 USD
Interfaces Software Discount - 43,463.92 USD
Interfaces Software Total 80,236.08 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
49.	Enterprise Mobile Base Position (OP) Annual Subscription Fee	18	300.00	- 1,782.00	3,618.00
50.	Enterprise Mobile Base Position w/ CJIS/NCIC Forms (OP) Annual Subscription Fee	50	400.00	- 6,600.00	13,400.00
51.	Enterprise Mobile Disaster Recovery System (OP) Annual Subscription Fee	1	2,300.00	- 759.00	1,541.00
52.	Enterprise Mobile Mapping (OP) Annual Subscription Fee	68	100.00	- 2,244.00	4,556.00
53.	Enterprise Mobile Mapping Test	1	100.00	- 33.00	67.00

	or Training (OP) Annual Subscription Fee				
54.	Enterprise Mobile Server Software (OP) Annual Subscription Fee	1	10,800.00	- 3,564.00	7,236.00
55.	Enterprise Mobile Test or Training System (OP) Annual Subscription Fee	1	2,300.00	- 759.00	1,541.00
56.	Field Ops (CL) Annual Subscription Fee	20	120.00	- 792.00	1,608.00
57.	Mobile Enterprise Site License (OP) Annual Subscription Fee	1	5,010.00	- 1,653.30	3,356.70
Mobile Software Subtotal					55,110.00 USD
Mobile Software Discount					- 18,186.30 USD
Mobile Software Total					36,923.70 USD

RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
58.	Enterprise RMS Accident (OP) Annual Subscription Fee	1	5,600.00	- 1,848.00	3,752.00
59.	Enterprise RMS Concurrent User License (OP) Annual Subscription Fee	24	600.00	- 4,752.00	9,648.00
60.	Enterprise RMS Disaster Recovery System (OP) Annual Subscription Fee	1	1,700.00	- 561.00	1,139.00
61.	Enterprise RMS Evidence and Barcoding (OP) Annual Subscription Fee	1	5,600.00	- 1,848.00	3,752.00
62.	Enterprise RMS GIS (With CAD) (OP) Annual Subscription Fee	1	0.00		0.00
63.	Enterprise RMS NIBRS Module Annual Subscription	1	10,800.00	- 3,564.00	7,236.00
64.	Enterprise RMS Reporting Server License (OP) Annual Subscription Fee	1	1,100.00	- 363.00	737.00
65.	Enterprise RMS Server Software (OP) Annual Subscription Fee	1	15,100.00	- 4,983.00	10,117.00
66.	Enterprise RMS Test or Training System (OP) Annual Subscription Fee	1	1,700.00	- 561.00	1,139.00
67.	NCIC/State Software Enterprise RMS Concurrent User (OP) Annual Subscription Fee	3	200.00	- 198.00	402.00
68.	Records Enterprise Site License (OP) Annual Subscription Fee	1	9,750.00	- 3,217.50	6,532.50
RMS Software Subtotal					66,350.00 USD
RMS Software Discount					- 21,895.50 USD
RMS Software Total					44,454.50 USD

SOFTWARE SUMMARY

Software Subtotal	433,199.10 USD
Software Discount	- 130,399.94 USD
Software Total	302,799.16 USD

SERVICES

CAD-TO-CAD

	DESCRIPTION	TOTAL
1.	PSJ Cloud Startup Fee	10,000.00
2.	Public Safety Consulting Services - Fixed Fee	7,800.00
3.	Public Safety Project Management Services - Fixed Fee	3,510.00
4.	Public Safety Technical Services - Fixed Fee	4,680.00
5.	Public Safety Training Services - Fixed Fee	3,120.00
	CAD-to-CAD Services Subtotal	29,110.00 USD
	CAD-to-CAD Services Discount	- 1,528.80 USD
	CAD-to-CAD Services Total	27,581.20 USD

FILEONQ

	DESCRIPTION	TOTAL
6.	FileOnQ Annual Implementation Services	15,600.00
	FileOnQ Services Total	15,600.00 USD

SERVICES

	DESCRIPTION	TOTAL
7.	Fixed Fee Travel & Living	100,000.00
8.	Public Safety Consulting Services - Fixed Fee	172,380.00
9.	Public Safety Data Conversion Services - Fixed Fee	166,335.00
10.	Public Safety GIS/Analytics Services - Fixed Fee	80,535.00
11.	Public Safety Project Management Services - Fixed Fee	148,785.00
12.	Public Safety Technical Services - Fixed Fee	252,525.00
13.	Public Safety Training Services - Fixed Fee	70,200.00
	Services Subtotal	990,760.00 USD
	Services Discount	- 71,260.80 USD
	Services Total	919,499.20 USD

SERVICES SUMMARY

Services Subtotal	1,035,470.00 USD
Services Discount	- 72,789.60 USD
Services Total	962,680.40 USD

HARDWARE

HARDWARE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Enterprise RMS Web Evidence and Barcoding Electronic Signature Pad Hardware	2	532.27	1,064.54
2.	Enterprise RMS Web Evidence and Barcoding Labels for Zebra printer using Thermal Transfer Labels 4" x 2" Hardware	2	111.29	222.58
3.	Enterprise RMS Web Evidence/Barcoding Mobile Printer - Ruggedized Hardware	2	1,075.43	2,150.86
4.	Shipping & Handling	1	203.48	203.48
5.	Zebra Cordless Barcode Scanner w/ USB & Cradle	2	949.00	1,898.00
6.	Zebra Wax Ribbon for Zebra ZD421	2	101.40	202.80
7.	Zebra ZD420 Desktop Printer Only - Thermal			

Transfer Ethernet (requires ribbon)	2	621.99	1,243.98
		Hardware Total	6,986.24 USD

PERFORMANCE BONDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
8.	Bonding Fee PSJ	1	21,500.74	21,500.74

HARDWARE SUMMARY

Hardware Total	28,486.98 USD
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PROJECT SUMMARY

Software Subtotal	433,199.10 USD
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Services Subtotal	1,035,470.00 USD
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Hardware Subtotal	28,486.98 USD
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Subtotal	1,497,156.08 USD
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Discount	- 203,189.54 USD
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Project Total	1,293,966.54 USD
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RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	2,632.50
FIRST YEAR SUBSCRIPTION TOTAL	293,911.06

PAYMENT TERMS:

- 20% completion of Project Kick-off as defined in 6.2 of the SOW
- 15% completion of software load
- 20% completion of Functional Acceptance Testing as defined in 7.3.6 and 7.6.9 of the SOW
- 10% completion of End-User Training
- 20% Go Live
- 15% Final System Acceptance as defined in 7.14 of the SOW
- Separate milestones for CAD-to-CAD:
 - Services 100% due at Install and Config as defined in 7.12.15.2 of the SOW
 - Subscription 100% due at Go Live as defined in 7.12.19 of the SOW, and annually thereafter on the anniversary date of Go Live
- Separate milestone for 3rd Party Software (Easy Street Draw, DEMS and FileOnQ):
 - Each due 100% upon system access, and annually thereafter on the anniversary date of system access
- Performance Bond:
 - 100% due at contract execution

Legacy Agreement support and maintenance shall be due until the applicable replacement software's Go Live. Any unused pre-paid support, maintenance, or subscription fees shall be credited as a pro-rated amount towards the next applicable invoice due under this Agreement, or future invoice.

Performance Bond Terms

CentralSquare shall obtain and deliver to Customer a performance bond for twelve 12 month terms, to be extended by continuation certificate. Upon first Go Live, the performance bond shall be relinquished and terminate.

On-Premise Subscription Terms

The following terms apply to all deliverables designated with an "OP" indicator in the foregoing asset tables.

Subscription Access. Customer is purchasing subscription priced software. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Agreement. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

If customer terminates the "OP" deliverables in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

Termination for Convenience. The "OP" deliverables may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.

Termination of Access Rights. Upon termination of the "OP" deliverables, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.

Right to Audit. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Agreement no more than once per year. If an audit reveals that Customer has exceeded the restrictions

on use or non-compliance with this Agreement, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

EXHIBIT 2**Support & Maintenance**

This Support & Maintenance Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Telephone Support & Support Portal

- 2.1. CentralSquare shall provide to Customer, 24/7 via toll-free phone number 833-278-7877. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access in accordance with the Remote Access Policy.

3. Online Support

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are

not due to hardware malfunction;

- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.
- 5.9 Provide access in accordance with Exhibit 6, Remote Access Policy.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Support & Maintenance Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 - Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 - Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 - Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centalsquare.com/s/contact-us
Priority 4 - Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 14), or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using

the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. Development Work. Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3

Sample COI

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/12/2022

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EOIC-GAWU-22-23 INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Co.	25615	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company Of America	25674	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E : AIG Specialty Insurance Company	26883	INSURER F :	
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INSURER E : AIG Specialty Insurance Company	26883														
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-00 **REVISION NUMBER:** 0

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		H-630-6S758660-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA-6S783539-22-I3-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-6S801390	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	UB-6S783668-22-I3-G	08/31/2022	08/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O/Cyber		015930626	09/30/2022	08/31/2023	Limit 5,000,000 SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

 CentralSquare Technologies LLC
 1000 Business Center Drive
 Lake Mary, FL 32746

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
 of Marsh USA Inc.

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ACORD 25 (2016/03)

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EXHIBIT 4
Statement of Work
(Attached)



STATEMENT OF WORK

City of Burleson, TX

Version 7.0

City of Burleson, TX
TX – City of Burleson - Mod RFP – OneSolution to ENT

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Document Control

Date	Version	Details/Changes	Author
01.03.23	1.0	Initial Draft	A Velazquez
01.09.23	1.1	MCP Review with Track Changes on	L. Kovacs/R. Harrison
1.17.23	2.0	Red-Line Review with Burleson and CST	A Velazquez
1.25.23	2.1	CAD2CAD and Burleson Revisions	A Velazquez
2.2.23	3.0	Red-Line Review with Burleson	A Velazquez
2.8.23	4.0	Red-Line Review with Burleson	A Velazquez
2.21.23	5.0	Red-Lined Review with Burleson	A Velazquez
2.22.23	6.0	Added Custom Message Query and Updated App Y	A Velazquez
3.8.23	7.0	Added FireView	A Velazquez

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and the City of Burleson, TX (“Client”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in [Appendix E – Subcontractor\(s\) Statement\(s\) of Work](#).

The framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by CentralSquare or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- a) **Agency** means any public safety organization responsible for services within the Client’s physical boundaries.
- b) **Agency Administrator** is utilized in the CAD-to-CAD requirements to mean the administrator for a particular agency which has assigned rights to the C2C administrative access.
- c) **API** is an acronym for Application Programming Interface. An API is a connection between computers or between computer programs. It is a type of software interface, offering a service to other pieces of software. A document or standard that describes how to build or use such a connection or interface is called an API specification. A computer system that meets this standard is said to implement or expose an API. The term API may refer either to the specification or to the implementation.
- d) **CAD-to-CAD** or **CAD2CAD** is a term used for CAD integrations to another CAD.

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-
- e) **CAD-to-CAD Hub** is CentralSquare's Solution which can be referred to as "the Hub".
 - f) **CAD-to-CAD Portal** is an application that connects to the CAD-to-CAD Hub via web browser or thick client. The CAD-to-CAD Portal provides, to include but not limited to, a view of real-time CAD events for all connected CAD systems, access to administer the configuration of the CAD-to-CAD Hub (based on user roles), and access to detailed diagnostics for troubleshooting. The CAD-to-CAD Portal also has a GIS map feature that provides a visual reference for location of events and vehicles.
 - g) **CAD Provider** means the 3rd party CAD Vendor that will be developing the adapter to connect their CAD to the Hub
 - h) **Change Management** is a term that describes the request from either party for a change in project scope. Such a request is enforced by the parties only if it becomes a formal Change Order.
 - i) **Change Management Process** defines how any significant changes to the Project as described in the SOW or related documents as referenced within the SOW, will be managed.
 - j) A **Change Order** will be the vehicle for communicating and approving a change in the project scope.
 - k) **Cloud** means a remote hosted server infrastructure.
 - l) **Codefiles** are the component fields within each product that define the data to be contained within each table.
 - m) **Connector** also referred to as **CAD Adapter** is an interface to be installed at an Agency that connects the Agency's CAD to the CAD-to-CAD Hub.
 - n) **COTS** means "Commercial Off the Shelf" software packages provided by CentralSquare.
 - o) **FBI CJIS Security Policy** means the Federal Bureau of Investigations Criminal Justice Information System Security Policy. The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of criminal justice information (CJI), whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.
 - p) **Functional Acceptance Test (FAT)** is a test(s) of specific functionality of the subsystems of the Enterprise System.
 - q) **GIS** is an acronym for Geographic Information System, which is a system for storing and manipulating geographical information on a computer.
 - r) **Go Live** means the event that occurs when Client first uses the CAD/Mobile/RMS for Live Operations in a non-test environment.
 - s) **Installation Service Request (ISR)** documents servers required for the implementation and the servers' hardware/virtual specifications.
 - t) **Modification** means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in Appendix A, Statement of Work. The CentralSquare Software is not custom software, and as such, at CentralSquare's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare clients; or as applicable, made available as a separate module or function, separately licensed and priced.
 - u) **The Operational Scenario Document (OSD)** provides an operational description of an interface, capability, or feature within the applicable CentralSquare solution. OSD documents are of two types:

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- i. For Standard Interfaces these documents are standard, published CentralSquare documents and are not specific to any Client.
- ii. For customizations (Custom Code or Custom Features) the OSD will provide a description in sufficient detail that both Client and CentralSquare team mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how CentralSquare’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for CentralSquare’s development. Once approved, any further changes requested by Client to the OSD and/or design may incur additional costs to Client.
- v) **Process** is a series of actions or steps taken in order to achieve a particular end.
- w) **Project Management Plan** means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
- x) **Project Schedule** means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and Client as further described in this SOW.
- y) **SDK** is the Software Development Kit that is provided to 3rd party CAD Vendors to develop the middleware (or adapter) that connects their CAD to the Hub.
- z) **SME** is an acronym for subject matter expert, an individual with a deep understanding of a particular topic.
- aa) **Solution** is the total complement of Licensed Software, Services, customizations, all other items, tangible and intangible, designed to operate as an integrated group to provide the functionality outlined in the Scope of Services.
- bb) **Subsystem** means each of the applications described in the Statement of Work including its equipment, other hardware, and software. In most cases, the Subsystem software will share equipment. Applicable Enterprise core applications, e.g., CAD Enterprise, Mobile Enterprise, and Records Enterprise are defined as Subsystems.
- cc) **System Integration Test (SIT)** will be conducted in partnership by CentralSquare and the Client for up to four hours with CentralSquare assisting remotely. The SIT will be conducted based on a provided scenario that tests the records management process. A small group of Client staff should participate in this test. CentralSquare will work with the Client to refine the test scenario that test the system based on Client’s practices and must be signed off prior to commencement of the SIT.
- dd) **System Planning Guide** provides system administrators and system planners a single requirements reference.
- ee) **Task Completion Reports (TCR)** is a formal document presented to the Client that acknowledges completion of a major task or event.
- ff) **TTMS** is the acronym for the CentralSquare Message Switch.
- gg) **Work Hours:**
 - a. **Business hours** are defined as Monday – Friday, 8:00am - 5:00pm CT.
 - b. **Training hours are defined as:**

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- i. **Remote Training:** Monday - Friday, between 8:00am – 10:00pm CT based on the actual duration of the class.
- ii. **On Site Training:** Tuesday – Friday, between 7:00am – 10:00pm CT based on the actual duration of the class.
- c. Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

1.3 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, Client is responsible for the following:

- a) Electrical facilities – cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use.
- b) Providing information to CentralSquare staff on network infrastructure, including any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- c) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on Workstations and Mobiles).
- d) Any hardware and third-party software or services necessary for implementing the System that is not listed in the Agreement as a CentralSquare Deliverable (not listed as a line item in the Price and Payment section of the Agreement). This includes workstations, server hardware not included with managed server/hosted solutions, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Hypervisor licenses,
- e) Configuration, maintenance, testing, and supporting the Third-Party Systems that Client operates and which will be interfaced with as a part of this project. This project includes the Contracted Interfaces listed in Appendix B - Standard CentralSquare Interfaces and Appendix C - Custom CentralSquare Interfaces.
- f) Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of Client.
- g) Client is responsible for providing remote connectivity to CentralSquare for the purpose of installation, configuration, testing, and troubleshooting of any CentralSquare applications at Client site. CentralSquare's approved remote connectivity methods are described in the System Planning Guide and Appendix J.
- h) Connect and configure any Third-Party hardware (including but not limited to: Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, Signature Pads, and dongles) to Client workstations, if these services are not explicitly sold in the System Agreement.
- i) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, Validation and Readiness, Functional Testing, Training, regular Project meetings, discussion regarding Interfaces, network planning and system installation planning.

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- j) The provision of data as requested by CentralSquare. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare Documentation.
- k) If Onsite Training is purchased, provide a facility with the required computer and audio-visual equipment for training.
- l) Provision of facilities and electrical power for CentralSquare staff while onsite.
- m) The project timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items within the mutually agreed upon defined time parameters in the project schedule.

1.4 Project Exclusions

- a) CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be “Commercial Off the Shelf” (COTS) software packages. The functionality of these products will be based on CentralSquare’s current design and functionality of these COTS products, unless otherwise indicated in the Agreement.
- b) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- c) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- d) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- e) CentralSquare is not responsible for the deficiencies in Client's internal or Contracted network to support Enterprise Suite workstations/mobiles.
- f) CentralSquare is not responsible for the deficiencies in Client's network.
- g) CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Agreement and this SOW.
- h) This project does not include creation or modification of GIS data by CentralSquare staff.
- i) CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.
- j) CentralSquare is not responsible for the creation or modification of any Crystal Reports, SSRS Reports or other third-party reporting application. This includes changes to connection strings or the migration of custom reports.
- k) CentralSquare is not responsible for submitting NIBRS data to the State. Client assumes responsibility to take the necessary steps within the Subsystem to submit NIBRS data monthly to the State unless otherwise noted in the Agreement.

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2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by Client's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard Interfaces, as well as other CentralSquare tools and utilities.

Project Management services per the Agreement and in accordance with the approved plan outlined in Section 7, Project Execution, and corresponding schedule for project.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Agreement.

All project services will be performed during normal business hours, defined as 8:00am-5:00 pm Central Time. If Client desires to perform the services outside of these hours, additional fees will apply.

2.1.1 Standard CentralSquare Deliverables

The functionality provided by Standard CentralSquare Products, including Interfaces (the core CentralSquare and Interfaces without any Modifications) is defined by CentralSquare Standard documentation such as User and Administration Guides for CentralSquare's major Subsystems such as CAD Enterprise, and other Standard Software products. Standard Interface Operational Scenario Documents (OSD) define the functionality of the Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to Client.

Standard CentralSquare Interface Software to be delivered through this Project is identified as software licenses in the Agreement. The functionality provided by specified Standard CentralSquare Interface Software is defined by CentralSquare OSDs or other documents. A high-level description of Standard interface functionality, with named third party vendor or system will be included in Appendix B - Standard Interfaces.

2.1.2 Contracted Modifications to Standard CentralSquare Products

Any Modifications to Standard CentralSquare Products and Standard System Interfaces that are to be delivered through this Project are listed in the Agreement.

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The functional scope of any Modification procured through the Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix A - Contracted Modifications to Standard CentralSquare Products, and other major CentralSquare Subsystems; and under Appendix C - Custom CentralSquare Interfaces. Any and all modifications or enhancements that are not explicitly listed in the Agreement or CentralSquare's responses to the RFP are not within the scope of this Project.

Any Modification to the functionality of Standard CentralSquare products or interfaces, outside the scope of the Agreement, within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process.

Any post-approval changes to the requirements documented in the System OSDs or other documents are subject to formal Change Order.

Note: All enhancements and modifications to any of CentralSquare's Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., Records Enterprise and the like) based upon the relevance and dependency to these products.

Note: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a service pack or patch is a piece of software is designed to fix problems with or update a computer program or its supporting date. This includes fixing security vulnerabilities and other bugs.

3 CENTRALSQUARE PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

CentralSquare will appoint a team of specialized personnel that will implement the Project under the direction of CentralSquare's Project Manager. The team will be multi-disciplinary, and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by CentralSquare will be discussed with and agreed upon by Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the CentralSquare Project Manager to complete the requirements of the Project.

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3.2 CentralSquare Project Manager

CentralSquare has appointed a CentralSquare Project Manager as the principal CentralSquare contact who will be responsible for managing CentralSquare's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Agreement.

The Project Manager uses a standardized methodology for project implementation, project management, and risk identification and management. CentralSquare's Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with Client's Project team. The CentralSquare Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the Kickoff Meeting and continuing through Post-Go-Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project. The Project Manager will organize a bi-weekly Project status call with Client and necessary Project team members. Additionally, the Project Manager will provide Client with a written Project status report on a bi-weekly basis, as further defined in this SOW.

3.3 Technical Services Engineer - Interfaces

The Technical Services Engineer (TSE) is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard CentralSquare Interfaces and Integrations (including configuration documentation). The TSE will additionally participate in testing of each of these Subsystems. In some cases, Software Engineers may perform the role of the Technical Services Engineer.

3.4 GIS Consultant

As part of the implementation team, CentralSquare utilizes a GIS Consultant that specializes in Geographical Information Technology. The GIS Consultant is responsible for mapping components required for the CentralSquare software and consultation services regarding converting the GIS source data for use in CentralSquare software.

GIS training is provided by a CentralSquare GIS Consultant and is described in the GIS section of this document.

3.5 CAD Enterprise Consultant

The CAD Enterprise Consultant is responsible for the configuration of the CAD based on Client's system requirements, business rules, configuration data, and reporting needs. The Consultant will provide services to Client with regard to the configuration and operation of CAD. The CAD Enterprise Consultant is also responsible for conducting the CAD System Orientation, Operational and Administrative Review (OAR), assisting with Functional Acceptance Testing and providing consulting support throughout the Project implementation life cycle.

After the completion of the OAR session, ownership for continued Code File configuration and maintenance transfers to Client. At this stage, the Consultant will serve as a guide for Client's

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further configuration of Client's CAD system until Client's System is in live operation. These activities are described in later sections of this SOW.

Training for CAD Enterprise is provided by CentralSquare Consultants and is described in the training sections of this document.

The Consultant is responsible for the configuration of the CAD-to-CAD based on Client's system requirements, business rules, and configuration data. The Consultant will provide services to Client with regard to the configuration and operation of CAD-to-CAD. The Consultant is also responsible for conducting the initial discovery/configuration workshops with each participating agency, the Functional Acceptance Testing, the CAD-to-CAD Hub Administrator training, and providing consulting support throughout the Project implementation life cycle. The Consultant may be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.6 Records Enterprise Consultant

Records Enterprise Business Consultant(s) participate in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting the System Orientation with Client to observe and evaluate Client's current business practices and make recommendations for improving efficiency and areas that need to be reviewed. They also conduct Administration Training, assist Client through Functional Testing for Records, and provide consulting support throughout the Project implementation life cycle.

After the completion of the Records Administration & Review training session, ownership for continued system build and maintenance transfers to Client. At this stage, the Business Consultant will serve as a consultant for Client's further configuration of Client's system until Client's System is in live operation. These activities are described in later sections of this SOW.

Training for Records Enterprise is provided by CentralSquare Consultants and is described in the training sections of this document.

The Business Consultant may be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.7 Technical Services Engineer - Installation

The Technical Services Engineer (TSE-I) is responsible for installation and integration of CentralSquare onto the system hardware that is identified for this Project. This team works closely with Client's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7 of the SOW.

3.8 Product Support

Product Support functions as technical support for all subsystems as purchased by the Client. During the project, support issues are managed through Product Support by the CentralSquare Project Manager. After Go-Live, it is the Client's responsibility to report issues, troubleshoot and coordinate with Product Support as defined in the Agreement and the Software Support Agreement.

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3.9 Account Manager

The Account Manager is an important resource to the Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general Client service requests, manage requests for new software and services, and aids with planning technology upgrades Post System Go-Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with CentralSquare.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets Client's operational needs requires collaboration with Client's team. In general, Client's Project team should include staff experienced in the operation and administration of Client's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the PSAP, and other users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations and may be involved in the support and maintenance of the System and Subsystems after Go-Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. A more detailed assessment of time commitment and cadence of commitment will be found in the Project Plan. Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. Client needs to periodically assess its staffing needs based on changes in Client's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of Client's System to include the technical and business processes. The Application Administrator as well as the System Administrator, are very key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review, and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs, approval of the Project documentation and Functional Test, and management of Client's staff. Additionally, Client's Project Manager is responsible for coordinating the efforts, activities, and communications between CentralSquare and third-party vendors that are not CentralSquare Subcontractors, as well as any deliverables from these vendors to the Project.

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4.3 System Administrator

Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System components, including Windows, SQL Server, network, hardware, data back-ups and log management for any on-premise components and the Client's network. This individual is the primary technical point of contact representing Client.

As identified in the Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components for any on-premise components are the responsibility of the Client. Client needs to plan for support and maintenance through the development of Client resources, other departments within Client's organization, or by Contracting for such services. Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with CentralSquare Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with CentralSquare Documentation); 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management; and 6) creation, maintenance and renewal of certificates of on-Premise systems.

For Cloud Hosted deployments CentralSquare is the System Administrator for the Cloud Hosted components of the system. The Client System Administrator role is limited to the Client's network and any on-premise components of the system such as workstations, on-premise servers and network equipment.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to Client's administrative LAN/WAN, coordination will be important to avoid problems with Client's network traffic.

4.4 CAD Enterprise Administrator

Client's CAD Enterprise Administrator is the individual primarily responsible for managing the CAD Enterprise application software settings to ensure efficient operation. This individual is the primary CAD-to-CAD setup and configuration of the CAD-to-CAD Hub for all connected CAD systems and participating agencies, as well as the primary CAD System configuration point of contact representing the Client.

Activities include CentralSquare setup, assignment, and management of CentralSquare modular security, maintenance of the Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate CAD administration staff may be required to manage the components used by each operation - under the direction of an overall System-Wide CAD or CAD-to-CAD Administrator. Any personnel involved in CAD administration should participate in the OAR session, so they are prepared to maintain the CAD Code Files post-OAR. The CAD Administrator should additionally attend CAD Enterprise User Training.

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4.5 Mobile Enterprise Administrator

Client Mobile Enterprise Administrator must possess a set of skills necessary to support Client's implementation of the Mobile System. The Mobile Enterprise Administrator will be responsible setting up and maintaining the users, and vehicles as well as minor configuration changes to the Mobile Enterprise product. The desired administrator should possess a working knowledge of:

- a) HTML/XML, CSS, and JavaScript.
- b) SQL, especially views, stored procedures, and database schema.
- c) Standard GPS protocol (TAIP and NMEA).
- d) The Mobile Enterprise Administrator should attend the Mobile Enterprise Train-the-Trainer course and the Mobile Enterprise Administration course.
- e) This individual should work closely with the System Administrator in order to manage file and data back-ups and System administration of the hardware and network.

4.6 Records Enterprise Administrator

The Records Enterprise Administrator will have the responsibilities for the implementation, configuration, and maintenance of CentralSquare's Records Enterprise. This person or persons will be engaged in the implementation of the CentralSquare's Records Enterprise and will participate in making decisions as it relates to implementing the CentralSquare's Records Enterprise.

Records Enterprise Administrator will attend the Records Enterprise Workshops throughout the course of the Project. This person should have a comprehensive understanding of the internal structure and workflow of Records Enterprise, departmental policies, and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Records Enterprise Administrator will be responsible for building and maintaining the Records templates, workflows, and code tables. Additional activities include CentralSquare setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate local Records administration staff may be required to manage the components used by each Agency - under the direction of an overall Central Records Administrator. Any personnel involved in Records administration should participate in the Records workshops, so they are prepared to maintain Records Enterprise.

4.7 Records Enterprise Output Designer Administrator

The Records Enterprise Output Designer Administrator will have the responsibilities for creating custom form outputs within Records using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Records Enterprise Web UI Data Entry Templates. Using the Records Enterprise Output Designer application utility, the administrator will learn to generate a dataset based on the Records Enterprise Module template, utilizing SSRS to customize the

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output based off a pre-defined default output report. This administrator will be responsible for configuring the templates to use the custom form output within the Records Enterprise Web Data Entry Designer tool in conjunction with the Records Enterprise Administrator.

This is an advanced role and the resource should have prior working experience using SSRS. CentralSquare will not provide training on SSRS. This resource will also need to be familiar with the Records Enterprise Templates as designed by the Records Enterprise Administrator.

4.8 GIS Consultant/GIS Administrator/Software Applications Manager

The GIS Consultant is responsible for the mapping components required for the CentralSquare software. Activities include providing the initial GIS files to CentralSquare for analysis. The GIS Consultant will be responsible for working with CentralSquare's GIS Consultant to implement mapping components for the CentralSquare software.

During scheduled activities, the Client should have a fully dedicated person or persons. Post-implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations.

4.9 Supervisors (CAD/Records)

Input from the Users/Supervisors is important to ensure that the configuration settings approved by Client's team will be perceived as usable by users of each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, Client should have a fully dedicated person or persons. Post-implementation should be maintenance only. These personnel should attend the applicable User trainings.

4.10 Subject Matter Experts

Input from subject matter experts in all applicable areas (CAD, Records, Crime Analysis and each of the Interfaces and external Systems that integrate with CentralSquare Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard Interfaces, subject matter experts may be from the Client Agency, and/or third-party vendors. If the vendors are not CentralSquare Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post-implementation, the involvement of the subject matter experts should be limited to maintenance only.

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4.11 Application Trainers

A team of trainers is needed for training Client staff on CentralSquare on an on-going basis. Trainers will be responsible for reading CentralSquare release notes and maintaining an understanding of new and existing features. Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post-implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go-Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go-Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to Client by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, Client will receive an

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invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

- a) Description of Work performed, and products delivered.
- b) Comments noting any special circumstances.
- c) Product/Service deliverables listing the Agreement line items that are being recognized as delivered and will be invoiced.
- d) Related Payment Terms in accordance with the Agreement, for Agreement line items that will be invoiced relative to the TCR.

5.1.1 CentralSquare Responsibilities

- a) CentralSquare will prepare and submit TCRs for Client's signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

5.1.2 Client Responsibilities

- a) Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that Client disagrees with a TCR, Client shall submit to CentralSquare a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Client or CentralSquare, all Change Orders will be documented by the

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CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Client for review and approval. Once the Change Order is generated, Client Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for CentralSquare to properly investigate and scope the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Client Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for Post-Go-Live delivery.

5.2.1 CentralSquare Responsibilities

- a) Change Orders will be prepared for submission to Client when required.
- b) CentralSquare will perform requirements capture necessary to prepare required documentation including a high-level description of the change for Client review and approval.
- c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

- a) When applicable, Client will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
- b) When applicable, Client will identify changes to application features or functionality, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c) Client will approve and process Change Orders in a timely manner.

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5.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' Deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Client on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project Provisioning Guides will be created to document Project issues and action items. These Provisioning Guides are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project Provisioning Guides are reviewed with Client on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated Provisioning Guides.

CentralSquare will provide an updated Project Schedule advising Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for Client team, and Client may add such tasks, owners, and durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.
- e) Tasks Completed.
- f) Tasks in Progress.

5.3.1 CentralSquare Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure through product specific Provisioning Guides. Client will be periodically provided with updated copies of the Provisioning Guide.
- c) Conduct status meetings/conference calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

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5.3.2 Client Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to Client for review. These documents will include but are not limited to the Functional Acceptance Test Procedures, Project Schedule, OSD, Training Materials and Interface Requirement Documents for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If Client desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The CentralSquare Project Manager will retain a copy and provide Client with a copy.

Should Client find any document unacceptable, Client must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, Client is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

5.4.1 Documents Subject to Client Approval

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Functional Acceptance Test Procedure documents
- d) Task Completion Reports

5.4.2 Documents Subject to Client Review not Requiring Approval

- a) Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Client and CentralSquare.
- b) Project Status Reports

5.4.3 CentralSquare Responsibilities

- a) Distribute the documents to Client.
- b) Coordinate the process to consolidate comments and edit documents.

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- c) Manage the signoff process for applicable documents and the distribution of originals to Client and CentralSquare for filing.

5.4.4 Client Responsibilities

- a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

5.5 Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

As part of the Subcontractor agreement, all communications between those third parties and Client will be managed by CentralSquare. Any communication directly between Client and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Client will be responsible for the management of third parties that CentralSquare is not responsible for. Client will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of Client's System.

5.5.1 CentralSquare Responsibilities

- a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Client.
- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform Client when configuration and or programming will require interaction and/or documentation from a third-party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Client.

5.5.2 Client Responsibilities

- a) Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.
- b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.

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- c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested.

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6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Client and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting of the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears Go-Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Client and CentralSquare.

6.1.1 CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities (such as Standard Interface Operational Scenario Document OSDs, System Planning Guide, etc.)
- c) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- d) In collaboration with Client, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- e) Baseline the Project Schedule.
- f) Prepare and submit the TCRs for Client acceptance of the Project Management Plan as defined above.
- g) Develop and submit invoice for payment due at execution of the Agreement.

6.1.2 Client Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.

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- b) Identify and engage Client's Project team.
 - c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
 - d) Review and comment on CentralSquare provided documentation to support Initiation activities.
 - e) Approve the TCRs for the Project Management Plan within five (5) business days.

6.2 Project Kick-Off

During the planning phase, the CentralSquare Project Manager will hold a Kick-Off meeting with Client's Project team. During the Kick-Off meeting, the CentralSquare Project Manager will provide an overview of the following:

- a) The CentralSquare Execution Process.
- b) A high-level description of Project Deliverables.
- c) Roles and responsibilities for the Project team members.
- d) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- e) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- f) Review any project related questions from Client's team.

6.2.1 CentralSquare Responsibilities

- a) Prepare the agenda and set a date for the Kick-Off that is convenient to Client and CentralSquare Team.
- b) Distribute any documents that Client should review in advance of the Kick-Off meeting.
- c) Conduct the Kick-Off meeting.

6.2.2 Client Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from Client's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

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7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) development, configuration, Installation and testing of software and hardware deliverables, and 3) delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation

System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications (On-Premise)

CentralSquare and Client will review the specifications to ensure that the correct hardware and third-party software components are procured and installed. CentralSquare will only be responsible for procurement of the hardware and third-party software that is explicitly listed under the Agreement as CentralSquare Deliverables or Deliverables of CentralSquare's Subcontractors.

7.2.1.1 CentralSquare Responsibilities

- a) Review and validate hardware and Third-party specifications.

7.2.1.2 Client Responsibilities

- a) Provide hardware and Third-party specifications to Client.

7.2.2 Hardware and Third-party Software Provisioning (On-Premise)

CentralSquare and Client will procure hardware, third-party software, and equipment per CentralSquare's recommended Specifications. CentralSquare is only responsible for procurement of the hardware and third-party software that is identified as CentralSquare Deliverables in the Agreement.

If the hardware and third-party software is procured by Client, it is Client's responsibility to procure the required equipment based on CentralSquare approved specifications, and to ensure the timely delivery of the hardware and third-party software to the site to allow timely implementation of the System and Subsystems.

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Where Client is responsible for procuring the server hardware, Client will be responsible for completing the following steps:

- a) Fully configuring the servers with cores, memory, and disks.
- b) Loading VMware and Microsoft Windows.
- c) Partitioning disk drives and the implementing of applicable Raid level based upon CentralSquare documentation.
- d) Assigning the computer name and IP address based upon CentralSquare documentation.
- e) Creating the SSL Certificates needed for each server which requires one based upon CentralSquare documentation.
- f) Providing the media and licenses for SQL Server in a location accessible by the servers

7.2.3 Hardware Staging and Preparation for Installation (On-Premise)

Unless contracted through CentralSquare, Client will perform basic server integration for all on-premise servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, installing the CentralSquare pre-requisites on applicable servers, and establishing remote connectivity capability via the CentralSquare remote support solution for authorized CentralSquare personnel to perform configuration. These activities will be coordinated between CentralSquare and Client IT staff. Guidance will be provided by CentralSquare's Technical Services Installation team as required. If Client is not willing to complete the basic server integration, this task may be performed by CentralSquare or CentralSquare's Subcontractors at additional cost.

To start configuration, Client must provide remote connectivity to CentralSquare. Client must also provide the server names, IP addresses, Administrator Account Information (Username, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to Client that organizes this information into the CentralSquare preferred format. Client is responsible for providing the completed ISR to CentralSquare no later than two (2) weeks prior to the installation activities.

Client is responsible for ensuring that the site is prepared and ready for the installation of hardware, third-party software, and CentralSquare as detailed in CentralSquare's documentation including the System Planning Guide no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the CentralSquare Technical Services team will verify: 1) connectivity to Client site via CentralSquare's remote support solution, 2) connectivity to each of the servers, and 3) access to all required security accounts.

If the service accounts, and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project Timelines.

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7.2.3.1 CentralSquare Responsibilities

- a) Provide the System Planning Guide.
- b) Facilitate a hardware review prior to hardware/OS procurement.
- c) Procure equipment and third-party software if included in the Agreement as a CentralSquare deliverable
- d) Provide guidance and assistance as necessary if the system equipment is procured by Client.
- e) Distribute the Installation Service Request (ISR) document to Client.
- f) Assist in Client in completing the ISR.
- g) Review the completed ISR prior to the installation.
- h) Test the remote connectivity to the site prior to installation of the hardware and software.
- i) Install Microsoft SQL software.
- j) Prepare and submit a TCR for Client review and approval upon completion of these activities.

7.2.3.2 Client Responsibilities

- a) Complete the Installation Service Request (ISR) document and provide to CentralSquare.
- b) Perform site preparation, as specified in the System Planning Guide and ISR.
- c) Assign the computer name(s) and IP address(es) based upon CentralSquare documentation.
- d) Establish remote connectivity capability for authorized CentralSquare personnel to perform software installation and configuration.
- e) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
- f) Provide all Client-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
- g) Provide electrical facilities (e.g., outlets, generator, and other electrical infrastructure facilities required for this project, including necessary maintenance.
- h) Provide cabling (e.g., power, network, interface, and other electrical and data transmission lines) required for this project, including necessary maintenance. All lines will be clearly identified and tested.
- i) Provide and install all data communication equipment switches, routers, and other components necessary for system operation and

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maintenance, connection to remote sites to other systems, and to other agencies.

- j) Provide network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), and maintain ongoing network/communications changes associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- k) Configuration and/or programming of network routers, switches, and bridges – this includes providing information to CentralSquare staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- l) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by any on-premise component of the System).
- m) Provide TCP/IP communications and connection to the server equipment for any existing networks, workstations, mobiles, and printers that are to have access to the CentralSquare applications.
- n) Obtain all necessary IP addresses and schemes.
- o) Allow remote access to CentralSquare to all development and system “root” accounts on all servers running CentralSquare licensed Software.
- p) Procure equipment and third-party software if it is the responsibility of Client according to the Agreement.
- q) Install operating system software, perform Windows Genuine Advantage validation, and install all Windows Updates for Client procured hardware, the maintenance (including patch management and upgrades of Microsoft software required for any on-premise component of the System), unless the service is specified as a CentralSquare responsibility in the Agreement.
- r) Perform basic server integration including, but not limited to:
 - i. Installation of servers in applicable racks.
 - ii. Connecting servers to network switches.
 - iii. Joining servers to the existing domain with the domain controller in place.
 - iv. If applicable, install and setup of the VM environment.
- s) Provide CentralSquare with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.

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- t) Provide CentralSquare with a high-level network diagram. The diagram should be provided prior to CentralSquare installation.
- u) Install all peripheral equipment, including scanners, printers, barcode readers, etc.
- v) Create and maintain SSL certificates for the servers which require them, per CentralSquare documentation.
- w) Approve the applicable TCR.

7.2.4 Basic Server Preparation and Network Services (On-Premise)

Performing the services listed in this section is a responsibility of Client. If these services are explicitly included in the Agreement, CentralSquare or a CentralSquare Subcontractor will implement 3rd party software and/or hardware solutions based upon the following task list. These solutions can include but is not limited to, SAN, VMware, VDI and Domain Controller configurations. These services can be performed on site or remotely via a VPN connection. These services will be performed at additional cost to Client and are not included in CentralSquare's standard installation services.

7.2.4.1 Client Responsibilities

- a) Provide the facility suitable to house Server hardware and network infrastructure.
- b) Have a member of Client's IT staff available while software/network configuration is being performed.
- c) When deploying a SAN, configure the applicable RAID configuration, create the LUN(s), and present them to the physical or virtual servers.
- d) When deploying VDI, CentralSquare or a CentralSquare Subcontractor will install the hardware (if not already deployed at Client site) and VDI software as outlined in the Agreement.
- e) If the VM servers are not procured through CentralSquare, Client is responsible for building individual servers.
- f) When deploying a VMware solution, install the VMware operating system, connect physical host servers to a SAN if applicable, configure vCenter, create a VM Template for Interfaces and business servers, and configure vMotion and High Availability (HA) if applicable. Client is also responsible for building individual VM servers.
- g) If required, deploy the Domain Controller by adding the member server to an existing Domain or create a new Domain, promote the member server to Domain Controller, enable and configure DNS, enable, and configure DHCP if required.
- h) Create domain account(s) for CentralSquare's remote support connectivity and access so that CentralSquare can assist Client with installation and ongoing maintenance.

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- i) Perform all necessary network configurations, to include but not limited to determining the network design routing protocols, subnet mask, redundancy, router, and switch configuration.
- j) Create Networking/Server documentation to illustrate intended configuration.

Note: VMware, vMotion and HA require a SAN or a way to present shared storage to the physical host servers in a VMware virtual farm.

Note: Network and Server security are always a responsibility of Client.

7.2.5 System Installation (On-Premise)

Once CentralSquare and Client have prepared the site based on CentralSquare documentation, to include the System Planning Guide and the applicable ISR form is completed, the CentralSquare Technical Services Engineer will perform the CentralSquare installation services.

These services will be performed remotely, unless otherwise specified in the Agreement, and include installation of the Contracted CentralSquare products on the quantity of servers and workstations as specified in the Agreement.

These installation activities will be coordinated between CentralSquare and Client.

The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

The scope of installation services and the number of servers and workstations to be installed and configured by CentralSquare is limited to the servers and workstations that have been explicitly listed in the Agreement. If Client has been granted Site Licensing for selected CentralSquare products, CentralSquare is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

If Client does not follow the processes and procedures detailed in the CentralSquare System Planning Guide and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to Client. If determined to be as a result of a significant process and procedural oversight deviating from the System Planning Guide.

At CentralSquare's discretion, CentralSquare may perform installation activities for certain components of the system onsite.

The following pre-requisites must be in place prior to the start of CentralSquare installation:

- a) Site preparation is complete as outlined in the sections above.
- b) Hardware has been installed at Client site.
- c) Client has provided CentralSquare with remote connectivity to all applicable servers.

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- d) All SSL Certificates required for operation must be created per CentralSquare documentation.
- e) Client has provided CentralSquare all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.5.1 Client Responsibilities

- a) Allocate appropriate onsite Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.
- b) All SQL server licenses will be installed by CentralSquare. Client is responsible for making the media and license keys available to CentralSquare for installation.
- c) Complete the configuration of workstations (after the installation of the limited number of workstations by CentralSquare) using the Prerequisite Software Package and applicable Launch configurations.
- d) Put in place CentralSquare's recommended backup procedures as outlined in the System Planning Guide and ensure backup procedures are consistently followed beginning at the completion of this task.
- e) Install and configure virus scanning and other security software as outlined in the System Planning Guide.
- f) Provide SSL Security Certificates for all CentralSquare web-enabled applications that require a certificate, configured per CentralSquare documentation.
- g) After completion of the initial installation and configuration of System servers, Client will be responsible for maintaining the System based on CentralSquare System Planning Guide, and the technical hand-off meeting and associated document from CentralSquare Technical Services department.
- h) Review and approve the TCR from the Technical Handoff meeting.

7.2.5.2 CentralSquare Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
- b) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Recovery environments, if provisioned by the Agreement).

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- c) Install and configure the applicable CentralSquare system(s) on the designated servers and applicable environments as specified in the Agreement.
 - d) Provide verbal support to Client with self-installation procedures for the workstations using the CentralSquare provided Prerequisite Software Package and applicable Launch configurations.
 - e) If applicable, create data dumps for Microsoft SQL database backups (as a backup for Records Enterprise databases).
 - f) After completion of the initial installation and configuration of each major System (such as Records Enterprise servers), a member of Technical Services team provides a technical hand-off to designated staff from Client's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:
 - 1. Proper procedures for performing System Backups
 - 2. File Structure – Inclusions and exclusions
 - 3. Databases
 - 4. Moving Backups to media
 - 5. Proper procedures for refreshing Test/Training system (and related documentation)
 - 6. Approved configuration and use of Virus Scan software
 - 7. Approved procedure for application of Windows updates
 - 8. System Upgrade process and procedures
 - 9. Support Website and CentralSquare list server access
 - 10. Managing/Reviewing system logs (SQL and Event Logs)
 - g) Provide a Network Layout Diagram of the installed servers.
 - h) Provide a list of network ports and protocols utilized for the purpose of securing the system.
 - i) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.6 Disaster Recovery Provisioning (On-Premise)

The Disaster Recovery environment(s) for this Project is designed to address the failure of components of the server infrastructure; a failure of the primary database server at the primary server location; or a failure of the majority of the server infrastructure at the primary server location.

In the event where there is a significant failure of the primary server infrastructure, the Disaster Recovery environment allows staff to connect to a Disaster Recovery System located at a remote location in order to continue operations. This scenario is particularly

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applicable in situations that involve power and/or network outages, facility failure, and lack of access to the primary server environment. CentralSquare will provide Disaster Recovery documentation (Failover Document and Switch-Over to the Disaster Recovery Server) that describes the technology that supports on-going operation of System(s) in this situation. This is also managed through CentralSquare approved Disaster Recovery software.

Failover to the Disaster Recovery system in each of above scenarios involves a number of manual and automated steps to activate CentralSquare files and configurations applicable for the Disaster Recovery System. CentralSquare will provide the necessary pre-staged files and the procedure specific to such files. Similar steps will be followed for a failback process. Client must ensure that trained personnel are available for failover/failback and that applicable documentation is carefully followed. Additional Information is available in the System Planning Guide and the CentralSquare operational manuals for Disaster Recovery Systems.

Note: The Synchronization between Primary and the Disaster Recovery server requires a CentralSquare approved third-party Disaster Recovery Software. If the license for this synchronization software is not explicitly listed in the Agreement (purchased through CentralSquare) Client is responsible for procurement of the required licenses for this software.

7.2.7 Cloud Virtual Provisioning

Cloud virtual provisioning will be the responsibility of CentralSquare. Implementations may be Cloud only, or a combination of cloud and On-Premise. For combinations of Cloud and On-Premise the guidelines on hardware and server/network preparation remain in effect for the On-Premise portion.

The CentralSquare Cloud Team will provision the CentralSquare software in the Cloud. This will entail a planning meeting with the Client System/Network Administrator and other CentralSquare staff (Project Manager, Technical Services), configuration of the VPN, advising on network communications, and configuring access to the provisioned system.

7.2.7.1 CentralSquare Responsibilities

- a) Technical meeting with Client network\systems administration staff.
- b) Provision VPN tunnel to Client's endpoint.
- c) Provide port, protocol information to Client for firewall rules.
- d) Provide guidance on DNS forward lookup zones needed for interoperability between Client networks and cloud deployment.
- e) Provide guidance on routing needed from Client networks to Cloud environment.
- f) Configure tunnel for all Client workstation subnets.
- g) Provision Cloud systems.
- h) Provide URLs and any other paths for Client connectivity.
- i) Configure on-premise message switch to communicate with Cloud deployed systems.

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- j) Perform Connectivity tests with Client assistance at least one week prior to any workshops.

7.2.7.2 Client Responsibilities

- a) Attend technical meeting with CentralSquare resources.
- b) Provide an endpoint device compatible with Cisco ASav VPN.
- c) Provide end point public IP address for VPN tunnel to CentralSquare Cloud environment.
- d) Work with CentralSquare technical staff to provision the VPN.
- e) Open firewall as directed by CentralSquare Technical staff.
- f) Implement DNS forward lookup zones for interoperability with Cloud environment.
- g) Provide routing rules to route traffic through the VPN tunnel as advised by CentralSquare technical staff.
- h) Identify subnets where workstations will connect to the Cloud environment from.
- i) Perform connectivity tests, with CentralSquare assistance at least one week prior to any workshops.

7.3 Implementation of CAD Enterprise

CAD Enterprise is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate proper functionality prior to Go-Live.

7.3.1 CAD Enterprise Implementation Process Overview

Major Task	Description
System Orientation	Initial activity to kick off work on deliverable.
Workshops	CentralSquare and Client will conduct workshops as indicated in the approved Project Schedule.
Base System Build	After initial build by CentralSquare, Client assumes ownership of building and maintaining codefiles.
Functional Testing	Conducted prior to the start of End User Training.
Training	As indicated in the approved Project Schedule.
Go-Live	The application is brought into Production use.

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7.3.2 CAD Enterprise Orientation, Review, and Codefile Course (ORCA)

Major Task	Description
Overview	<p>Codefile review validates the accuracy and completeness of information provided for call-taking and dispatch workflows and ensures mutual understanding how information will be used within CAD Enterprise.</p> <p>Course prepares Client personnel to manage, evaluate, and optimize CAD Codefiles using CAD Enterprise utilities.</p> <p>CentralSquare will provide hands-on training in management of CAD Codefiles using CAD Enterprise utilities.</p>
Client Participants	<p>Key members of implementation team to include representatives from dispatch and operations. Participants must be able to make decisions regarding subsequent changes in call flow that may arise during Codefile review.</p> <p>Participants should not exceed twelve (12).</p>
Duration	As noted in the Project Schedule.
Output	<p>CAD Core Team learns how to use the key utilities used to configure the System.</p> <p>Completion of the Codefiles transfers to Client, who will enter the balance of Codefiles not built by CentralSquare.</p> <p>Client becomes responsible moving forward for maintaining Codefiles, including those that must be continually updated (personnel, units, premises, caution notes, etc.) to keep Codefiles in Go-Live ready status.</p> <p>The CentralSquare Consultant will provide ongoing consultation services.</p>
Prerequisites	<p>Client is responsible for supplying the requested data to CentralSquare no later than four (4) weeks prior to ORCA to allow sufficient configuration time.</p> <p>The centerline conversion should be completed no later than four (4) weeks prior to ORCA. Delays will result in a cascading effect on the project timeline.</p>

Note: CAD Enterprise ORCA is an event applicable to CAD Enterprise only. No other Systems or Subsystems will be demonstrated during this session.

Note: The ORCA is not intended to provide a comprehensive end user training understanding of the Subsystem; rather, to provide participants an understanding of basic features, call flow and how configuration files influence them.

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7.3.2.1 CentralSquare Responsibilities

- a) Schedule ORCA in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agenda a week prior to the meeting.
- c) Conduct the meeting based on the agenda.
- d) Provide introduction and hands-on training to the different modules and their configurations based off of the SMS document.
- e) Review installed maps for CAD Enterprise.
- f) Introduce Client to and begin documentation within the Provisioning Guide.
- g) Document and assign owners and due dates for action items and track to closure.
- h) Handoff management of Codefiles from the SMS document to Client.
- i) Provide Client team with a copy of the CAD Enterprise User and Administration Guides.
- j) Prepare and submit a TCR upon completion of the ORCA.

7.3.2.2 Client Responsibilities

- a) Provide adequate environment to conduct the ORCA.
- b) Provide subject matter experts to examine and confirm the hierarchy build as articulated to the Consultant in terms of the agency structure.
- c) Provide subject matter experts to examine and confirm the proposed call flow.
- d) Provide participants who will be tasked with completing the Codefile build and maintaining it once ownership transfers.
- e) Provide participants who will verify the agency's geopolitical/operational boundaries.
- f) Provide participants responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the Subsystem and can validate those boundaries.
- g) Provide participants responsible for the maintenance of the agency's street centerline data.
- h) Assume ownership for the continued build and maintenance of the system from the SMS document under the guidance of the CentralSquare Consultant.
- i) Review and approve applicable TCRs.

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7.3.3 Geographical Information Services

7.3.3.1 Data Evaluation

Major Task	Description
Analysis Report Overview	<p>The CentralSquare GIS Analyst will work with Client to perform a one-time evaluation and initial conversion of Client provided street center-line GIS data. GIS data must be from a single integrated source when delivered to CentralSquare for conversion.</p> <p>Routing and Navigability: Data will be analyzed to ensure there are no breaks in the road network and that an acceptable range of addresses within the service area are routable with impedances or speed limits, applicable turn restrictions (one way data), elevations for overpasses, and street types.</p> <p>Addressing: Evaluate data for the presence of block ranges, street types, and city designators.</p> <p>Supplemental Coverage: Evaluate GIS data that may be available for response areas, ESRI compatible overlays including satellite images, and applicable point data to ensure compatibility.</p>
Client Participants	GIS Administrators and CentralSquare GIS resource.
Duration	Training On-Site is 3 days or Remote is broken up over 5 days.
Output	<p>A report will be prepared upon completion of the GIS analysis prior to import of GIS data.</p> <p>If there are issues with data, additional work and analysis may need to be added to the project via Change Order; additional costs may apply.</p> <p>Project timeline may require evaluation based on severity of issues and time required for correction for CAD to function properly.</p> <p>CentralSquare will also provide training on the GISLink utility so Client can perform updates to GIS data on an ongoing basis.</p> <p>The CentralSquare Analyst will provide ongoing consultation services.</p>

Note: Data evaluation only applies to Custom Map conversions of Client-supplied data. Standard mapping conversion (TeleAtlas data) is limited to converting source mapping data from one of the standard mapping data providers and must also be provided by Client.

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7.3.3.2 CentralSquare Responsibilities

- a) Evaluate Client-supplied GIS data to ensure it is formatted correctly for street-centerline display, address point usage and address functions.
- b) Evaluate Client-supplied GIS data to ensure it is formatted correctly for routable functions.
- c) Evaluate Client-supplied GIS data to ensure it is formatted correctly for CAD Enterprise Quickest Path Unit Recommendations functionality.
- d) Review Client-supplied GIS layers for CAD and Mobile Enterprise for viewing and execute the initial basic map configuration, and optimization for Enterprise Mobile.
- e) Provide a report which summarizes the findings from GIS analysis services for CAD Enterprise.
- f) Prepare and submit a TCR upon completion of relevant activities.

7.3.3.3 Client Responsibilities

- a) Provide data in the required format, and per Project Schedule.
- b) Provide data to include 1) Centerline data; 2) response areas; 3) viewable/cosmetic layers.
- c) Based on the Analysis Report provided by CentralSquare, make requested changes to mapping data to meet CentralSquare's GIS data requirements.
- d) Review and approve the appropriate TCR.
- e) Mapping Data Conversion and Import
- f) CentralSquare will perform a Mapping Data Import that provides maps for the CAD Enterprise System. The process does not include making corrections to Client GIS data. If the GIS data consists of data from more than one source, CentralSquare will not be responsible for joining these areas, or “stitching” areas together to create a uniform geographic area.

7.3.3.4 Configuration of Mapping Layers

A CentralSquare GIS Analyst will configure up to 7 Standard GIS layers for viewing on CAD and Mobile Enterprise. Conversion activities will include training so Client can create additional layers for use in CAD Enterprise and Mobile. Additional conversion work by CentralSquare staff is an additional charge and must be authorized by the Agreement or a Change Order. Standard layers are limited to the following:

- a) Water line features (rivers, streams, creeks)
- b) Water polygon features (ocean, lakes, ponds)
- c) Airports
- d) Railroads
- e) Parks
- f) City Boundaries
- g) County Boundaries

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7.3.3.5 Response Area Import Service

If Client provides Response Area data to CentralSquare at the time of CAD map conversion, the CentralSquare GIS Analyst will import Response Areas into CAD Enterprise. GISLink training will provide Client with the capability to add, delete, or modify Response Areas for ongoing GIS maintenance.

7.3.3.6 CentralSquare Responsibilities

- a) Provide initial configuration services to enable use of CAD Enterprise Quickest Path Unit Recommendations functionality.
- b) Perform mapping data conversion and import of Client-supplied data into applicable licensed Systems and Subsystems.
- c) Prepare and submit a TCR upon completion of relevant activities.

7.3.3.7 Client Responsibilities

- a) After initial GIS conversion, assume responsibility for updating the data.
- b) CentralSquare provided GIS tools to ensure that data is up to date for Go-Live.
- c) Review and approve the applicable TCR.

7.3.4 CAD Enterprise Workshops

After the CAD Enterprise ORCA has been completed, CentralSquare will conduct one or more CAD Enterprise workshops. Workshops are an extension of the ORCA and are specified in the Agreement.

Refer to Appendix Y, Workshop and Training Summary for a complete listing applicable to this project.

7.3.4.1 CentralSquare Responsibilities

- a) Schedule workshops in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion prior to each workshop.
- c) Conduct workshops based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

7.3.4.2 Client Responsibilities

- a) Provide adequate environment to conduct the workshop.
- b) Ensure participation of the appropriate personnel.
- c) Continue Codefile building activities as directed.
- d) Review and approve the applicable TCR.

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7.3.5 CAD Enterprise Validation & Readiness Workshop

Major Task	Description
Overview	The workshop validates system build completeness and readiness for Functional Testing and End User Training. Any remaining workflow questions or other issues are also addressed.
Client Participants	Key members of implementation team to include CAD Enterprise Admin, key SMEs who attended System Orientation, and Client Project Manager. Participants should not exceed twelve (12) per class.
Duration	Three (3) days with a maximum duration of eight (8) hours, per day.
Output	Upon completion, Client's CAD Enterprise system is acknowledged as ready to proceed with Functional Testing and End User Training.

7.3.5.1 CentralSquare Responsibilities

- a) Schedule workshop in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the agenda and documents for Client review or completion to all required attendees prior to the workshop.
- c) Conduct the workshop based on the agenda.
- d) Prepare and submit a TCR upon completion of workshop.

7.3.5.2 Client Responsibilities

- a) Provide workstations with CAD Enterprise.
- b) Provide adequate environment to conduct workshop.
- c) Ensure participation of appropriate personnel.
- d) Review and approve the applicable TCR.

7.3.6 CAD Enterprise Functional Acceptance Testing

Major Task	Description
Overview	Client leads and CentralSquare will assist with Functional Testing, which is a remote activity occurring one time after ORCA and prior to End User Training and Go-Live. Functional Testing is conducted for the first phase going into Production and is not repeated for subsequent phases. CentralSquare may organize at its discretion, separate breakout Functional Test sessions for subsections of the Functional Test documents that are applicable only to one agency (for example, applicable only to Law or Fire

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	<p>agencies). Each test will be executed once, and applicable users and agencies must attend the Functional Test session and conduct the tests.</p> <p>Since the focus of Functional Testing is functionality of the System but not a validation of Codefiles, it is not necessary that all Codefiles be built prior to conducting the Functional Test.</p> <p>The Functional Test process consists of running script-based standard tests in a format designed to verify the functionality of CAD Enterprise. Functional Test documents are submitted and approved by Client prior to testing in acknowledgement that the test scenarios will be used to validate System functionality for Pre-Production and Post-Go-Live assessment of features for Software Acceptance. Script sign-off is a precursor to administration of the Functional Test.</p> <p>Following the completion of the FAT, any failure will be classified based on the following criteria:</p> <ul style="list-style-type: none"> ■ Go-Live Issues: Issues in the subsystem identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live Issues will be corrected prior to Go-Live. ■ Post-Go-Live Issues: Issues in a subsystem with contractually required functionality that can be corrected after Go-Live. Client and CentralSquare will mutually agree these issues may be addressed after Go-Live. CentralSquare will provide an estimated date for resolution of the issue post Go-Live ■ Support Issues: Issues in a subsystem identified that are not contractually required functionality and do not prevent the City from performing normal daily or monthly processes; and therefore, can be corrected after the subsystem Go-Live. These issues will not affect acceptance of the system. Support issues will be managed based upon the procedures outlined in the Software Support Agreement. <p>Completion of the Functional Test does not constitute Final System Acceptance.</p>
Client Participants	Key members of implementation team familiar with CAD Enterprise from various agencies and/or PSAPs.
Duration	One (1) day.
Output	Upon completion, Client's CAD Enterprise system is acknowledged as having completed Pre-Production Acceptance (see note below).

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<p>Client and CentralSquare will review Functional Test exceptions (if any), perform an assessment, and determine the timeline for remedying the exceptions (pre versus Post-Go-Live).</p> <p>CentralSquare will not train Client’s end users until the Functional Test has been conducted and TCR signoff has been received.</p> <p>Client, with CentralSquare assistance as needed, will repeat failed test(s) following correction of issues that caused the test(s) to fail. A full retest of the System will not be conducted.</p>

7.3.6.1 CentralSquare Responsibilities

- a) Deliver CentralSquare’s standard Functional Test document to Client for review no later than two weeks prior to conducting the Functional Test.
- b) Provide a TCR to Client to approve receipt of Functional Test documents and content thereof.
- c) Assist Client in conducting Functional Test.
- d) Identify and document exceptions and assess to determine timeline to remedy exceptions (Go-Live versus Post-Go-Live).
- e) Upon completion of the Functional Test, provide a TCR to Client for review and approval. Functional Test exceptions will be documented in the TCR.
- f) Schedule follow-up testing for validation of exceptions after correction and confirm/document the results via TCR.
- g) Provide a final TCR to Client to confirm resolution of all Go-Live exceptions.

7.3.6.2 Client Responsibilities

- a) Complete all predecessor tasks to include the base system installation and Codefile build required to conduct the Functional Test.
- b) Provide adequate environment to conduct the Functional Test.
- c) Review and signoff on the Functional Test documents no later than one week prior to commencement of the Functional Test via TCR.
- d) Lead the Functional Test by providing operational subject matter experts with the authority to provide validation the tests have passed.
- e) Assist CentralSquare in documenting Functional Test results.
- f) Review and approve the applicable TCRs.

7.3.7 GISLink Utility Training

Major Task	Description
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Overview	<p>CentralSquare will provide hands-on training, typically at Client's site, in usage of the GISLink utility. GISLink is a CAD Enterprise utility that consolidates GIS data-related tools for maintaining and using GIS data in CentralSquare products. It consists of a Windows Forms application, a command line console application, and a programming API that consists of a set of reusable publicly exported classes and methods.</p> <p>Class prepares Client personnel to import and manage existing GIS data used in CAD and Mobile Enterprise.</p>
Client Participants	<p>GIS Administrator(s).</p> <p>The number of students is typically one to three (1-3) per class.</p>
Duration	<p>As noted in the Agreement with a maximum duration of eight (8) hours. Training typically occurs between Tuesday and Thursday.</p>
Output	<p>Students will learn how to use the GISLink utility to manage GIS data in CAD Enterprise.</p> <p>No other activities (including but not limited to CentralSquare performing follow-up changes to Client's maps, development of special material for Client, or a follow-up one-on-one session with Client's GIS staff) are within the scope of this class.</p>
Prerequisite	<p>System installation to include GIS-related components and initial map installation to include at least one CAD Enterprise console with the GISLink utility installed on it.</p> <p>GIS knowledge and background; familiarity with ESRI tools.</p>

7.3.8 CAD Enterprise Training

CAD Enterprise Training is conducted on consecutive weekdays during business hours (Monday-Friday, between 7am-10pm local time based on the actual duration of the class). Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

Note: Training classes are conducted based on the quantities specified in the Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Agreement. Refer to Appendix Y, Workshop and Training Summary for a complete listing applicable to this project.

The training classes related to CAD Enterprise and its subsystems are classified into three general groups:

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- a) Classes dependent upon specific Client configurations and requirements; therefore, conducted on Client's System after completion of the Functional Test and in preparation for Go-Live. CAD Enterprise Call Taker/Dispatcher User Training Course are examples.
- b) Classes such as GISLink that are delivered to a specialized group within Client's team throughout the Project to assist with implementation and maintenance of the System.
- c) Classes such as System Administration Training and CAD API Training that are not dependent upon Client configurations and are generic in nature. These classes are offered on a regular schedule by CentralSquare (not by Client), and as a remote activity, include attendees from different agencies.

7.3.8.1 CentralSquare Responsibilities (For All CAD Enterprise Training)

- a) Conduct Training Orientation via conference call with the designated Client representative(s) to define a curriculum based on the configurations of CAD Enterprise (if necessary, plan takes into consideration multi-agency/multi-site parameters).
- b) Conduct training in increments of one (1), eight (8) hour days.
- c) Provide feedback to Client Supervision as to the progress of the students.
- d) Prepare and submit a TCR upon completion of each type of training.

7.3.8.2 Client Responsibilities (For All CAD Enterprise Training)

- a) Provide a decision-maker to participate during Training Orientation who can articulate business practices that will be used to define the curriculum based on the practices and the build of CAD Enterprise.
- b) Provide adequate facilities for the execution of the training.
- c) Provide a supervisor for each class to respond to agency-specific questions.
- d) Review and approve the applicable TCRs.

7.3.9 CAD Enterprise Call Taker/Dispatcher User Training Course

Major Task	Description
Overview	<p>CentralSquare will provide hands-on training for call taker and dispatch personnel.</p> <p>Training can be onsite or remote. If held at Client site, Client is responsible to provide training facilities with adequate space, seating, white board, projector, and workstation setups (dual monitors are preferred).</p>

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Client Participants	<p>Call takers and dispatchers. Dispatch supervisors (in each class, to respond to agency-specific questions) and trainers as applicable.</p> <p>The number of students is limited to twelve (12) per class.</p>
Duration	<p>Two (2) days with a maximum duration of eight (8) hours.</p> <p>Training occurs between Tuesday and Thursday.</p>
Output	Prepares Client staff for operation in a Production environment.
Prerequisite	Training Orientation.

7.3.10 CAD Enterprise Dispatch Supervisor

Major Task	Description
Overview	<p>CentralSquare will provide hands-on training for dispatch supervisory personnel.</p> <p>Course commences after the two-day Call Taker/Dispatch Training.</p> <p>Class includes topics such as: PowerLine configuration, Premise-building and maintenance, Personnel maintenance, Vehicle Manager, and other supervisory-related subjects as well as creating the canned reports available in CAD Enterprise.</p> <p>Training can be onsite or remote. If held at Client site, Client is responsible to provide training facilities with adequate space, seating, white board, projector, and workstation setups (dual monitors are preferred).</p>
Client Participants	<p>Dispatch supervisors.</p> <p>The number of students is limited to twelve (12) per class.</p>
Duration	<p>Four (4) hours.</p> <p>Training occurs between Monday and Friday.</p>
Output	Prepares Client staff for operation in a Production environment, to include supervisory support of front-line users and maintenance tasks after Go-Live.
Prerequisite	Training Orientation.

7.3.11 CAD Enterprise Post-Go-Live System Optimization Workshop

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Major Task	Description
Overview	Advanced configuration and workflow options as well as other areas to be edited or refined according to Client's Post-Go-Live needs.
Client Participants	Key members of the implementation team familiar with CAD Enterprise and should generally not exceed twelve (12) attendees.
Duration	Three (3) days.
Output	Upon completion, identified areas targeted for optimization or change are resolved. Any remaining work required to be completed by Client is also identified.

7.3.11.1 CentralSquare Responsibilities

- a. Schedule workshop in accordance with Client's availability and the Project Schedule.
- b. Prepare and distribute the agenda and documents for Client review or completion to all required attendees prior to the workshop.
- c. Conduct the workshop based on the agenda.
- d. Prepare and submit a TCR upon completion of workshop.

7.3.11.2 Client Responsibilities

- a. Provide workstations with CAD Enterprise.
- b. Provide adequate environment to conduct workshop.
- c. Ensure participation of appropriate personnel.
- d. Review and approve the applicable TCR.

7.4 Implementation of Field Ops

7.4.1.1 Field Ops Configuration

Consultant will configure Field Ops as a remote activity, based on Client's existing agencies.

7.4.1.1.1 CentralSquare Responsibilities

- a) Configure the system interface to enable Field Ops communication with CAD Enterprise.
- b) Enable an administrative user for license administration.
- c) Validate Field Ops is working in the installed environment.

7.4.1.1.2 Client Responsibilities

- a) Provide a list of agencies and number of licenses per agency for configuration.

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- b) Identify an administrator to manage Field Ops license assignments.
- c) Perform all required network configurations as advised by the CentralSquare Consultant prior to the configuration event.
- d) Review and approve the applicable TCRs.

7.5 Mobile Enterprise Configuration

Major Task	Description
Overview	<p>CentralSquare consultant will complete Mobile configuration options based on related options in CAD Enterprise and Mobile Configuration Sheet once servers are installed at Client site.</p> <p>The same configurations are used as a base for the Functional Test document.</p> <p>Conversion and import of Mobile map and layers needed for Go-Live are also completed.</p> <p>All activities are performed remotely</p>
Client Participants	CAD/Mobile Administrators and core members of Client implementation team who can address key points and make decisions to complete Mobile System configuration.
Duration	As noted in the Project Schedule.
Output	<p>Completed Mobile configuration.</p> <p>The CentralSquare Consultant will provide ongoing consultation services.</p>

7.5.1 Mobile Enterprise Administration Configuration Training

Major Task	Description
Overview	<p>CentralSquare will use the installed Mobile server to teach students how to configure and maintain the server and related administrative Mobile-related tasks.</p> <p>Instruction will also be provided on installation of Mobile Clients with assistance for installation of up to five (5) Mobile devices. Client is responsible for installation of the balance of Mobile devices.</p>
Client Participants	<p>Mobile Administrator(s).</p> <p>The number of students is typically one to five (1-5) per class.</p>
Duration	One day with a maximum duration of eight (8) hours.

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	Training typically occurs between Tuesday and Thursday.
Output	Students will learn how to configure and maintain the Mobile server, as well as customize screen layouts, Active & Waiting Incident Queue, Unit Queue, and agency-specific screens.
Prerequisite	Knowledge of: 1) Standard GPS protocol (TAIP and NMEA), and 2) HTML and JAVA experience for any custom configuration.

7.5.2 Mobile Enterprise Functional Testing

Functional Tests test specific functionality of the Mobile Enterprise System and formally documents that the system meets required functionality according to the Agreement.

Major Task	Description
Overview	<p>Client leads and CentralSquare will assist with Functional Testing which is a remote activity occurring in conjunction with the CAD Functional Test and prior to End User Training and Go-Live.</p> <p>Since the focus of the Functional Test is functionality of the System but not a validation of Codefiles, it is not necessary that Mobile is completed prior to conducting the Functional Test.</p> <p>The Functional Test process consists of running script-based standard tests in a format designed to verify the functionality of Mobile Enterprise. Functional Test documents are submitted and approved by Client prior to testing in acknowledgement that the test scenarios will be used to validate System functionality for Pre-Production and Post-Go-Live assessment of features for Software Acceptance. Script sign-off is a precursor to administration of the Functional Test.</p> <p>Completion of the Functional Test does not constitute Final System Acceptance.</p>
Client Participants	Key members of implementation team familiar with Mobile Enterprise.
Duration	One day with a maximum duration of four (4) hours.
Output	<p>Upon completion, Client's Mobile Enterprise system is acknowledged as having completed Pre-Production Acceptance (see note below).</p> <p>Client and CentralSquare will review Functional Test exceptions (if any), perform an assessment, and determine the timeline for remedying the exceptions (pre versus Post-Go-Live).</p> <p>CentralSquare will not train Client's end users until the Functional Test has been conducted and TCR signoff has been received.</p>

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Client, with CentralSquare assistance as needed, will repeat failed test(s) following correction of issues that caused the test(s) to fail. A full retest of the System will not be conducted.

7.5.2.1 CentralSquare Responsibilities

- a) Deliver CentralSquare's standard Functional Test documents to Client no later than two weeks prior to conducting the Functional Test.
- b) Provide a TCR to Client to approve the receipt of the Functional Test documents.
- c) Install at least one Mobile Client (device) to conduct the Functional Test.
- d) Assist Client in conducting the Functional Test.
- e) Identify and document any exceptions discovered during the Functional Test.
- f) Prepare and submit a TCR upon completion, documenting any exceptions.

7.5.2.2 Client Responsibilities

- a) Work toward the timely completion of all predecessor tasks to include the base system installation.
- b) Provide adequate facilities to execute the Functional Test.
- c) Participate in the Functional Test by providing operational subject matter experts to administer the tests.
- d) Assist CentralSquare in documenting Functional Test findings and results.
- e) Review and approve the applicable TCRs.

7.5.3 System Integration Testing

Once the Functional Test is concluded for CAD Enterprise, Mobile Enterprise, and interfaces and in preparation for Go-Live, CentralSquare and Client will conduct System Integration Testing (up to one hour with CentralSquare assisting remotely).

The System Integration Test will be conducted based on scenarios that test call flow from creation to final disposition in CAD and include CAD and Mobile Enterprise, and Interfaces that can be tested in the pre-production environment and are scheduled to Go-Live at the same time. It is recommended that Client utilizes sample calls from their legacy System.

A small group of Client staff (1-2 dispatchers and 1-2 Mobile field users) should participate in this test with the CentralSquare Consultant. CentralSquare will work with the Client on defining a set of test scenarios to test the system based on Client's practices; the scenarios must be signed off prior to commencement of the System Integration Test.

At the completion without critical issues that prevent the System to be taken Live, Client shall provide TCR approval that the System is ready for Go-Live.

7.5.3.1 CentralSquare Responsibilities

- a) Schedule System Integration Test with Client.

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- b) Assist Client in preparing test scenarios that can be used during this test and closely simulates the normal Client's call flow.
- c) Prepare and submit a TCR to Client documenting the tests that will be used for the System Integration Test.
- d) Participate in the System Integration Test with Client.
- e) Prepare and submit TCRs upon completion of the System Integration Test.

7.5.3.2 Client Responsibilities

- a) Provide test scenarios that closely simulate Client's normal call flow.
- b) Participate in conducting the System Integration Test.
- c) Review and approve the applicable TCRs.
- d) Provide test systems (or pre-Production systems) for all integrations and interfaces. If Client cannot provide a test system CentralSquare must test using the production system. This testing includes, but it not limited to, test data entry in a production system.

7.5.4 Mobile Enterprise Train-the-Trainer/End User Training

Major Task	Description
Overview	CentralSquare will provide hands-on training for Client users who will train other field users in the use of Enterprise Mobile. If multi-agency, training scenarios may vary by agency. Each participant should have their own pre-configured Mobile device.
Client Participants	Mobile trainers. The number of students is limited to ten (10) per class.
Duration	One day with a maximum duration of four (4) hours. Training typically occurs between Tuesday and Friday.
Output	Students will learn how to start/stop the application, process updates, view screen layouts, messaging, status changes, mobile maps, incident assignments and incident updates.
Prerequisite	Completion of a Microsoft Windows Tutorial (this may be waived upon demonstrated ability to work with Windows), typing skills of a minimum of 25 words/minute and Mobile field user experience.

7.6 Implementation of Records Enterprise

Records Enterprise is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate the proper functionality prior to Go-Live.

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7.6.1 Records Enterprise Implementation Process Overview

Major Task	Description
System Orientation	Initial activity to kick off work on deliverable.
Workshops	CentralSquare and Client will conduct workshops as indicated in the approved Project Schedule.
Base System Build	After Records Enterprise Administration and Review Training, Client assumes ownership of building and maintaining modules and templates.
Functional Testing	Conducted prior to the start of End User Training.
Training	As indicated in the approved Project Schedule.
Go-Live	The application is brought into Production use.

7.6.2 Records Enterprise Administration and Review Training

Major Task	Description
Overview	<p>Hands-on course conducted once Records Enterprise is installed at Client site.</p> <p>Students learn how to create users, assign roles, create templates, and assign workflows.</p> <p>Course also covers administration responsibilities for implementation, configuration, and maintenance of Records Enterprise.</p>
Client Participants	<p>Key members of implementation team to include representatives from Records Central and local administrators. Participants must be able to make decisions regarding configurations in system for the Records application.</p> <p>Participants should not exceed twelve (12).</p>
Duration	As noted in the Project Schedule.
Output	<p>Records Core Team learns how to use the key utilities used to configure the System.</p> <p>Build templates, create workflows, and complete personnel build.</p> <p>Client becomes responsible moving forward for maintaining the Records application that must be continually updated (Personnel, Violation Codes, Property Locations, etc.) to keep system in a Go-Live ready status.</p> <p>The CentralSquare Consultant will provide ongoing consultation services.</p>

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7.6.2.1 CentralSquare Responsibilities

- a) Schedule Records Enterprise Administration and Review Training in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agenda and documents for Client review or completion two weeks prior to training.
- c) Conduct meeting based on the agenda.
- d) Introduce Client to and begin documentation within the Provisioning Guide.
- e) Document and assign owners and due dates for action items and track to closure.
- f) Provide Client team with a copy of the Records Enterprise User and Administration Guides.
- g) Prepare and submit a TCR upon completion of the training.

7.6.2.2 Client Responsibilities

- a) Provide adequate environment to conduct training.
- b) Ensure participation of the appropriate personnel.
- c) Assume ownership for the continued build and maintenance of the system under the guidance of the CentralSquare Consultant.
- d) Review and approve the applicable TCR.

7.6.3 Records Enterprise Base System Build

Major Task	Description
Overview	After completion of the Records Enterprise Administration and Review Training, and through subsequent workshops and training classes, Client assumes ownership of completion and ongoing maintenance of system.
Client Participants	Records Enterprise Administrators and core members of Client implementation team who can address key points and make configuration decisions while participating in the system building process.
Duration	As noted in the Project Schedule.
Output	<p>After initial build by CentralSquare Consultant, Client completes and maintains system files and templates, to include Personnel, Roles, Property Locations, and Violation Codes.</p> <p>CentralSquare delivers the Records Enterprise system with base NCIC and NIBRS codes. It is the Client's responsibility to complete NIBRS code-mapping to Violation Codes.</p> <ol style="list-style-type: none"> a) CentralSquare does not provide training or assistance with Client's understanding of State or Federal (N)IBRS requirements or laws. CentralSquare services are reserved exclusively to the configuration

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and use of Records Enterprise to collect and output state or federal required data.

- b) No conversion of historical incident data from UCR to NIBRS is included. As a result, there may be historical records that will contain missing NIBRS mandatory fields.

The CentralSquare Consultant will provide ongoing consultation services.

7.6.3.1 CentralSquare Responsibilities

- a) Monitor and evaluate System build throughout implementation and provide guidance as needed.

7.6.3.2 Client Responsibilities

- a) Provide timely input and updates to Templates, Workflows, Users, Roles, and System codes.
- b) Continue and complete building the Templates, Workflows, Users, Roles, and System files (those not built by CentralSquare).

Note: Any changes required to RMS templates required for standard work is the responsibility of Client.

7.6.4 Geographical Information Services

7.6.4.1 Data Evaluation

The CentralSquare GIS Analyst will work with the Client to create the address locator packages and configure Records GIS services. GIS data must be from a single integrated source when delivered to CentralSquare for conversion.

7.6.4.2 CentralSquare Responsibilities

- a) Evaluate Client-supplied GIS data to ensure it is formatted correctly for creation of the address locator packages.
- b) Create address locator packages and configure Records GIS services.
- c) Prepare and submit a TCR upon completion.

7.6.4.3 Client Responsibilities

- a) Provide data in the required format, and per Project Schedule.
- b) Based on the analysis provided by CentralSquare, make requested changes to mapping data to meet CentralSquare's GIS data requirements.
- c) Review and approve the appropriate TCR.

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7.6.5 Records Enterprise Workshops

CentralSquare will conduct Records Enterprise workshops after the Records Enterprise Administration and Review Training has been completed. Workshops are specified in the Agreement but generally include:

- a) Records Enterprise Workshop #1 – Incident, Arrest, and Case Management
- b) Review, configuration, and completion of the Incident, Arrest, and Case Management modules including the queues, templates, and code tables.
- c) Records Enterprise Workshop #2 – Crash, Citation, Other Event & Field Interview
- d) Review, configuration, and completion of the Crash, Citation, and Other Event & Field Interview modules including the queues, templates, and code tables.
- e) Records Enterprise Workshop #3 – TBD

Participants include key members of Client's implementation team to include Records Central and local administrators, and each key functional area, and should not exceed twelve (12) students.

Refer to Appendix Y, Workshop and Training Summary for a complete listing applicable to this project.

7.6.5.1 CentralSquare Responsibilities

- a) Schedule workshops in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion prior to each workshop.
- c) Conduct workshops based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

7.6.5.2 Client Responsibilities

- a) Provide adequate environment to conduct the workshop.
- b) Ensure participation of the appropriate personnel.
- c) Continue system building activities as directed.
- d) Review and approve the applicable TCR.

7.6.6 Records Enterprise Output Designer Workshop

Major Task	Description
Overview	<p>Workshop is conducted approximately 6-8 weeks after completion of the Incident, Arrest, and Case Management Workshops.</p> <p>Records templates must be 90-95% complete prior to this workshop to prevent rework on form outputs and possible impact to the overall project timeline.</p>

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	Students learn how to create custom form outputs using Microsoft SQL Server Reporting Services (SSRS) and the Records Enterprise Output Designer application utility.
Client Participants	Key members of implementation team responsible for creation of custom form outputs. Participants should not exceed five (5) students.
Duration	As noted in the Project Schedule.
Output	Attendees will learn how to generate a dataset based on the Records Enterprise Module template, utilizing SSRS to customize the output based off of a pre-defined default output report. Attendees will also learn how to configure templates to use the custom form output within the Records Enterprise Web Data Entry Designer tool. The CentralSquare Consultant will provide ongoing consultation services.
Prerequisites	This is an advanced Workshop and attendees must have prior experience using SSRS. CentralSquare will not provide training on SSRS.

7.6.6.1 CentralSquare Responsibilities

- a) Schedule workshop in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the agenda and documents for Client review or completion to all required attendees prior to the workshop.
- c) Conduct the workshop based on the agenda.
- d) Prepare and submit a TCR upon completion of workshop.

7.6.6.2 Client Responsibilities

- a) Provide workstations with Records Enterprise and SQL Server Reporting Service access.
- b) Provide adequate environment to conduct workshop.
- c) Ensure participation of appropriate personnel.
- d) Continue Output Designer activities after completion of workshop.
- e) Review and approve the applicable TCR.

7.6.7 Records Enterprise Report Writing

Major Task	Description
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Overview	<p>CentralSquare will provide hands-on training to prepare students to create, modify, and run reports on data within the Records Enterprise application.</p> <p>Students will learn how to use the Ad-Hoc Reporting module within Records Enterprise, as well as how to create new Microsoft SQL Reporting Services (SSRS) Custom Reports using SQL Database Model Views.</p>
Client Participants	<p>Recommended for personnel who will utilize the provided reporting tools to extract data from Enterprise Records.</p> <p>The number of students is limited to twelve (12) per class.</p>
Duration	<p>Three (3) days.</p> <p>Training occurs between Tuesday and Thursday.</p>
Output	Prepares Client staff for operation in a Production environment.
Prerequisite	<p>Completion of Enterprise Records training.</p> <p>Basic understanding of computers and Windows environment.</p> <p>General understanding of departmental reporting requirements.</p>

7.6.7.1 CentralSquare Responsibilities

- a) Schedule workshop in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the agenda and documents for Client review or completion to all required attendees prior to the workshop.
- c) Conduct the workshop based on the agenda.
- d) Prepare and submit a TCR upon completion of workshop.

7.6.7.2 Client Responsibilities

- a) Provide workstations with Records Enterprise.
- b) Provide adequate environment to conduct workshop.
- c) Ensure participation of appropriate personnel.
- d) Review and approve the applicable TCR.

7.6.8 Validation & Readiness Workshop

Major Task	Description
Overview	The workshop validates system build completeness and readiness for Functional Testing and End User Training. Any remaining workflow questions or other issues are also addressed.

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Client Participants	Key members of implementation team to include Records Enterprise Admin, key SMEs who attended System Orientation, Personnel to perform testing on data entry templates and report writing, and Client Project Manager. Attendance not to exceed twelve (12) participants.
Duration	Three (3) days.
Output	Upon completion, Client's Records Enterprise system is acknowledged as ready to proceed with Functional Testing and End User Training.

7.6.8.1 CentralSquare Responsibilities

- a) Schedule workshop in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the agenda and documents for Client review or completion to all required attendees prior to the workshop.
- c) Conduct the workshop based on the agenda.
- d) Prepare and submit a TCR upon completion of workshop.

7.6.8.2 Client Responsibilities

- a) Provide workstations with Records Enterprise.
- b) Provide adequate environment to conduct workshop.
- c) Ensure participation of appropriate personnel.
- d) Review and approve the applicable TCR.

7.6.9 Records Enterprise Functional Acceptance Testing

The Functional Acceptance Testing tests specific functionality of the Records Enterprise System and formally documents that the system meets required functionality according to the Agreement.

Major Task	Description
Overview	<p>Client leads and CentralSquare will assist with Functional Testing, which is a onsite activity occurring prior to End User Training and Go-Live.</p> <p>Since the focus of the Functional Test is functionality of the System but not a validation of Codefiles, it is not necessary that all Codefiles be built prior to conducting the Functional Test.</p> <p>The Functional Test process consists of running script-based standard tests in a format designed to verify the functionality of Records Enterprise. Functional Test documents are submitted and approved by Client prior to testing in acknowledgement that the test scenarios will be used to validate System functionality for Pre-Production and Post-Go-Live assessment of features for Software Acceptance. Script sign-off is a precursor to administration of the Functional Test.</p>

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	<p>CentralSquare may organize at its discretion, separate breakout Functional Test sessions for subsections of the Functional Test documents that are applicable only to one agency (for example, applicable only to a Sheriff's Department or single agency). Each test will be executed once, and all applicable users and agencies must attend the Functional Test session and observe the tests.</p> <p>Following the completion of the FAT, any failure will be classified based on the following criteria:</p> <ul style="list-style-type: none"> ■ Go-Live Issues: Issues in the subsystem identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live Issues will be corrected prior to Go-Live. ■ Post-Go-Live Issues: Issues in a subsystem with contractually required functionality that can be corrected after Go-Live. Client and CentralSquare will mutually agree these issues may be addressed after Go-Live. CentralSquare will provide an estimated date for resolution of the issue post Go-Live. ■ Support Issues: Issues in a subsystem identified that are not contractually required functionality and do not prevent the City from performing normal daily or monthly processes; and therefore, can be corrected after the subsystem Go-Live. These issues will not affect acceptance of the system. Support issues will be managed based upon the procedures outlined in the Software Support Agreement. <p>Completion of the Functional Test does not constitute Final System Acceptance.</p>
Client Participants	Key members of implementation team familiar with Records Enterprise and should generally not exceed five (5) attendees.
Duration	As noted in the Project Schedule.
Output	<p>Upon completion, Client's Records Enterprise system is acknowledged as having completed Pre-Production Acceptance (see note below).</p> <p>Client and CentralSquare will review Functional Test exceptions (if any), perform an assessment, and determine the timeline for remedying the exceptions (pre versus Post-Go-Live).</p> <p>CentralSquare will not begin training until the Functional Test has been conducted and TCR signoff has been received.</p> <p>Client, with CentralSquare assistance as needed, will repeat failed test(s) following correction of issues that caused the test(s) to fail. A full retest of the System will not be conducted.</p>

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7.6.9.1 CentralSquare Responsibilities

- a) Deliver CentralSquare's standard Functional Test documents to Client no later than two weeks prior to conducting the Functional Test.
- b) Provide a TCR to Client to approve receipt of the Functional Test documents and content thereof.
- c) Assist Client in conducting the Functional Test.
- d) Identify and document exceptions and assess to determine timeline to remedy exceptions (pre versus Post-Go-Live).
- e) Upon completion of Functional Test, provide a TCR to Client for review and approval. Functional Test exceptions will be documented in the TCR.
- f) Schedule follow-up testing for validation of exceptions after correction and confirm/document the results via TCR.
- g) Provide a final TCR to Client to confirm resolution of all Pre-Go-Live exceptions.

7.6.9.2 Client Responsibilities

- a) Complete all predecessor tasks to include the base system installation and code table entry and configuration to conduct the Functional Test.
- b) Provide adequate environment to conduct the Functional Test.
- c) Review and signoff on the Functional Test documents no later than one week prior to commencement of the Functional Test via TCR.
- d) Lead the Functional Test by providing operational subject matter experts with the authority to provide validation the tests have passed.
- e) Assist CentralSquare in documenting Functional Test results.
- f) Review and approve the applicable TCRs.

7.6.10 Records Enterprise System Integration Testing

Once the Functional Test is concluded for Records Enterprise and in preparation for Go-Live, CentralSquare and Client will conduct the System Integration Test (up to four hours with CentralSquare assisting remotely). The System Integration Test will be conducted based on a provided scenario that tests the records management process. A small group of Client staff (1-2 Records staff and field users) should participate in this test. CentralSquare will work with Client to refine the test scenario that tests the system based on Client's practices and must be signed off prior to commencement of the System Integration Test.

At the completion, without any issues that prevent the System to be taken Live, Client shall provide written approval that the System is ready for Go-Live.

7.6.10.1 CentralSquare Responsibilities

- a) Schedule System Integration Test with Client.
- b) Assist Client in preparing test scenarios that can be used during this test and closely simulates the normal Client's call flow.

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- c) Prepare and submit a TCR to Client documenting the tests that will be used for the System Integration Test.
- d) Participate in the System Integration Test with Client.
- e) Prepare and submit TCR upon completion of the System Integration Test.

7.6.10.2 Client Responsibilities

- a) Provide test scenarios that closely simulate Client's normal call flow.
- b) Participate in conducting the System Integration Test.
- c) Review and approve the applicable TCRs.
- d) Provide test systems (or pre-Production systems) for all integrations and interfaces. If Client cannot provide a test system CentralSquare must test using the production system. This testing includes, but it not limited to, test data entry in a production system.

7.6.11 Post-Go-Live Optimization Workshop

Major Task	Description
Overview	Advanced configuration and workflow options as well as other areas to be edited or refined according to Client's Post-Go-Live needs.
Client Participants	Key members of implementation team familiar with Records Enterprise and should generally not exceed twelve (12) attendees.
Duration	As noted in the Project Schedule.
Output	Upon completion, identified areas targeted for optimization or change are resolved. Any remaining work required to be completed by Client is also identified.

7.6.11.1 CentralSquare Responsibilities

- a) Schedule workshop in accordance with Client's availability and the Project Schedule.
- b) Prepare and distribute the agenda and documents for Client review or completion to all required attendees prior to the workshop.
- c) Conduct the workshop based on the agenda.
- d) Prepare and submit a TCR upon completion of workshop.

7.6.11.2 Client Responsibilities

- a) Provide workstations with Records Enterprise.
- b) Provide adequate environment to conduct workshop.
- c) Ensure participation of appropriate personnel.
- d) Review and approve the applicable TCR.

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7.6.12 Records Enterprise Training

Records Enterprise Training classes are conducted on consecutive weekdays during business hours (Tuesday-Friday). Alternate training schedules (multiple classes per day, evening, and weekend classes) are subject to additional cost.

Note: Training classes are conducted based on the quantities that are specified in the Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Agreement. Refer to Appendix Y, Workshop and Training Summary for a complete listing applicable to this project.

7.6.12.1 CentralSquare Responsibilities (for all Records Enterprise Training)

- a) Conduct a remote training orientation between CentralSquare Training personnel and the designated Client representative. The objective of the session is to define the training schedule based on configurations of the Subsystem.
- b) Schedule the Records Enterprise Training class(es) in accordance with Client's availability and the Project Schedule.
- c) Prepare and distribute agendas and documents prior to each meeting.
- d) Develop and provide the Records Enterprise Training Plan.
- e) Conduct session(s) per the Schedule.
- f) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

7.6.12.2 Client Responsibilities (for all Records Enterprise Training)

- a) Participate in training orientation and provide a decision maker who can articulate specific business practices used in guiding the build of Client's System.
- b) Provide adequate environment for execution of training.
- c) Provide a Local Records Administrator for each class to answer agency specific questions related to the build of Client's system and internal policies or workflow.
- d) Provide schedule for training remaining end users.
- e) Review and approve applicable TCRs.

7.6.13 Records Enterprise End User Training – Records

Major Task	Description
Overview	CentralSquare will provide hands-on training that prepares students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, State Reporting, Redaction and Expungements. Class also instructs users how to search crime report records.

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	Students will learn how to maintain State-reportable UCR/NIBRS reports.
Client Participants	Recommended for personnel responsible for day-to-day records data entry and maintenance of departmental reports. The number of students is limited to twelve (12) per class.
Duration	Two (2) days. Training occurs between Tuesday and Thursday.
Output	Prepares Client staff for operation in a Production environment.
Prerequisite	Basic understanding of computers and Windows environment. Comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. An understanding of how the Records Department interacts with Patrol.

7.6.14 Records Enterprise End User Training – Field Officers and Investigations

Major Task	Description
Overview	CentralSquare will provide hands-on training that prepares students to use Records Enterprise and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash (or applicable modules) through the workflow process. For the train-the-trainer portion of the class, CentralSquare prepares selected Client personnel to train other end users on Records Enterprise. The goal is to prepare these personnel to apply CentralSquare's training concepts to train field users on Records Enterprise.
Client Participants	Recommended for field personnel responsible for creating and submitting respective reports as described above. The number of students is limited to twelve (12) per class.
Duration	Two (2) days with a maximum duration of eight (8) hours. Training occurs between Tuesday and Thursday.
Output	Prepares Client staff for operation in a Production environment.
Prerequisite	Basic understanding of computers and Windows environment. Comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures.

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An understanding of how Patrol interacts with the Records Department and Dispatch.

7.6.15 Records Enterprise Property and Evidence Training

Major Task	Description
Overview	<p>CentralSquare will provide hands-on training that prepares personnel responsible for entering, updating, and maintaining evidence records, and providing written notification for property or impounds. Students learn how to configure the module, search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence.</p> <p>Training should be conducted directly with the Evidence Technicians at the agency's Evidence room.</p>
Client Participants	<p>Recommended for personnel responsible for working with Property and Evidence.</p> <p>The number of students is limited to twelve (12) per class.</p>
Duration	<p>Two (2) days.</p> <p>Training occurs between Tuesday and Thursday.</p>
Output	Prepares Client staff for operation in a Production environment.
Prerequisite	<p>Basic understanding of computers and Windows environment.</p> <p>Comprehensive understanding of departmental policies and procedures associated with maintaining Property and Evidence.</p> <p>A thorough understanding of how the Agency's Evidence locations are laid out and used.</p>

7.6.16 Records Enterprise End User Training – Warrants

Major Task	Description
Overview	<p>CentralSquare will provide hands-on training for personnel responsible for entering, updating, and maintaining civil process records and warrants.</p> <p>Students learn how to maintain names, property, fees, dispositions, and payments associated with these civil process records. Training for this module should be specific to the staff involved in the Civil Process.</p> <p>Training should be conducted directly with detectives who will train other detectives at their agency; this ensures proper workflows are discussed and configured.</p>

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Client Participants	Recommended for personnel responsible for working with and supporting Investigations and Case Management. The number of students is limited to twelve (12) per class.
Duration	Two (2) days. Training occurs between Tuesday and Thursday.
Output	Prepares Client staff for operation in a Production environment.
Prerequisite	Basic understanding of computers and Windows environment. Comprehensive understanding of departmental policies and procedures associated with civil process, associated records, and reports. A comprehensive understanding of the departmental policies and procedures and requirements for managing the warrants process, associated records, and reports.

7.7 Implementation of P2P (Police-to-Police Sharing)

Police-to-Police data sharing (P2P) allows information to be shared with other law enforcement agencies while maintaining control over their own records management systems and databases. It provides a single informational point of access, real-time availability, SSL encryption, and customized dashboards.

The P2P Host will be installed at the agency (commonly on an application server) and will be configured to permit read-only access to the agency's Records Enterprise data being shared with cooperating police agencies. The P2P Host accepts authenticated requests from CentralSquare's P2P Switch over TCP/IP. Traffic between the P2P Host at the agency and CentralSquare's P2P Switch is encrypted with AES-256 FIPS 140-2 compliant encryption.

7.7.1 Implementation Scheduling

P2P is implemented through a series of standard steps and process gates designed to ensure accurate configuration, followed by testing to validate functionality prior to training.

Refer to Appendix Y, Workshop and Training Summary for a complete listing applicable to this project.

7.7.1.1 Administrative Training

Administrative training focuses on management of configuration settings for the agency's site administrators as well as how to navigate the site and utilize its various features.

7.7.1.2 End User Training

End user training focuses on teaching users how to navigate the site and utilize its various features.

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7.8 Implementation of Police to Citizen

The Police to Citizen implementation will begin when the Incident Module configuration has been completed and the overall Records Enterprise build is approximately 75% complete. When the build has been completed and functionality verified, the module will allow citizens the ability to perform simple searches, download reports, and submit non-emergency incidents.

CentralSquare will conduct working sessions with Client to determine the proper configuration settings for the module, as well as the functionality associated with Incident reports submitted by Citizens via the portal. This will include building code tables, picklists, system settings and assignment of security permissions. Training will be provided for Administrative and End Users.

Administrative training should be attended by those responsible for maintaining user information and code tables, as well as by subject matter experts for the specific application area.

End User training focuses on processes and tools within the applications for productive use of the system and include data entry, searching, sorting, filtering, editing, and printing reports, accepting, rejecting, and deleting reports, and general application navigation.

Refer to Appendix Y, Workshop and Training Summary for a complete listing applicable to this project.

7.8.1 CentralSquare Responsibilities

- a) Schedule the working sessions in accordance with Client's availability and the Project Schedule.
- b) Conduct the working sessions based on the schedule and provide assignments as necessary to Client.
- c) Ensure the module is functioning per the configuration.
- d) Conduct Administrative and End User training.
- e) Prepare and submit a TCR upon completion of the deliverable.

7.8.2 Client Responsibilities

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

7.9 Implementation of Field Training Online (FTO)

Field Training Online (FTO) provides public safety agencies with a simple and secure method for streamlining new-hire training programs. FTO is a flexible, secure web-based application that allows agencies to break free from time-consuming, paper-based evaluation and reporting methods.

With Field Training Online, agencies can manage the full spectrum of field training operations efficiently, from creating unlimited types of training programs and managing officer workflow to tracking daily activity and automating evaluation and reporting processes. The application offers integration, security, real-time tracking, and on-demand reporting to improve accuracy and reduce both cost and time.

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7.9.1 CentralSquare Responsibilities

- a) Schedule time to initiate project work in accordance with Client's availability and the Project Schedule.

7.9.2 Client Responsibilities

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

7.10 Implementation of DEMS

The CentralSquare DEMS (Digital Evidence Management System) facilitates collaboration between agencies, attorneys, and the public. DEMS helps organizations speed up investigations by allowing them to securely collect, manage, review, and share digital evidence from a single application. The solution is an open platform allowing agencies to gather digital evidence from many sources, including surveillance systems, body-worn devices, in-car systems, and citizens. Integration allows agencies to create cases in CentralSquare DEMS from CentralSquare Enterprise Records.

7.10.1 CentralSquare Responsibilities

- a) Schedule workshop to initiate project work in accordance with Client's availability and the Project Schedule.
- b) Create pilot account and deliver to Client for review.
- c) Initiate training to individuals participating in each phase of the deployment.
- d) Complete design of Access Request Form template to initiate desired workflow.
- e) As applicable, complete application integration.
- f) As applicable, complete import of existing evidence.

7.10.2 Client Responsibilities

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

7.11 Implementation of CrimeView/Fireview Analytics

The CrimeView Analytics subscriptions that the Client has purchased represent the data sets include:

- CrimeView Analytics Standard: CAD Incidents, RMS Incidents (plus people and vehicles associated with RMS Incidents).
- CrimeView Analytics Informative: Arrests, Citations, Crashes, Field Interviews, Warrants
- FireView Analytics 2 Integration

CrimeView/FireView Analytics will be implemented through a series of standard steps and process gates.

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7.11.1 Analytics Kick-Off Meeting

The Kick-Off meeting provides a high-level review of the application's functionality and project deliverables, customer prerequisites, and implementation process.

7.11.1.1 CentralSquare Responsibilities

- a) Schedule and lead the meeting.
- b) Provide action items.

7.11.1.2 Client Responsibilities

- a) Configure the CrimeView/FireView import server and provide CentralSquare with a local administrator account.
- b) Collect and deliver the GIS data to be used for the application to CentralSquare.

7.11.2 Requirements Collection and Preparation

Client's preparation and delivery of prerequisites to the CentralSquare project team is a critical gate for starting implementation work.

7.11.2.1 CentralSquare Responsibilities

- a) Provide hardware, GIS, and any other requirements details to Client during and following the Kick-Off meeting.

7.11.2.2 Client Responsibilities

- a) Configure hardware, including creation of a CentralSquare local administrator account on the import server.
- b) Provide required GIS data.

7.11.3 Code Mapping

CentralSquare will map customer code values to standard categories to enable CrimeView/FireView map symbology.

7.11.3.1 CentralSquare Responsibilities

- a) Extract code tables from Client's CAD and/or Records Enterprise system and match to standard code sets.
- b) If necessary, provide Client with an Excel document to review code mapping.

7.10.3.1.2 Client Responsibilities

- a) Review and revise code mapping within five (5) business days.

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7.11.4 Application Configuration

The CentralSquare GIS/Analytics Specialist will configure and automate the ETL (Extract, Transform, and Load) process that securely replicates data to the cloud CrimeView/FireView environment, and configure the user application.

7.11.4.1 CentralSquare Responsibilities

- a) Configure the ETL process and CrimeView/FireView application.
- b) Prepare standard dashboards for initial demonstration

7.11.4.2 Client Responsibilities

- a) Respond to information, data, and assistance requests.
- b) Work with the CentralSquare Project Manager to facilitate a date for the Application Review Meeting.

7.11.5 Initial Demonstration, Consultation, and Content Preparation

The CentralSquare GIS/Analytics Specialist will provide a short demonstration of the system with Client's data and lead a discussion of Client needs and how the system might meet those needs.

7.11.5.1 CentralSquare Responsibilities

- a) Schedule the initial demonstration in accordance with Client's availability and the Project Schedule.
- b) Schedule and lead the initial demonstration and collect Client feedback.

7.11.5.2 Client Responsibilities

- a) Have the appropriate users and stakeholders attend the initial demonstration and participate in follow-up conversations.

7.11.6 CrimeView/FireView Analytics Administrator/Designer Training (Remote)

Major Task	Description
Overview	CentralSquare will provide remote training for those individuals who will be responsible for managing CrimeView/FireView Analytics users and creating and managing the dashboard content in the system.
Client Participants	Designated CrimeView/FireView administrator(s), power users and stakeholders who can provide input on configuration of the system. The number of students is limited to twelve (12) per class.
Duration	Up to six (6) hours.
Output	Prepares Client staff to administer the CrimeView/FireView Analytics application.
Prerequisite	Basic understanding of computers and CAD & Records Enterprise data.

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General understanding of departmental reporting and analytics needs.

7.11.6.1 CentralSquare Responsibilities

- a) Schedule the Administrator/Designer training in accordance with Client's availability and the Project Schedule.
- b) Provide standard Administrator/Designer training sessions for Client personnel.

7.11.6.2 Client Responsibilities

- a) Schedule appropriate personnel to attend training.
- b) Ensure computers have access to the CrimeView/FireView Analytics website.
- c) Provide adequate hardware, telecom, and/or other facilities for training.

7.11.7 CrimeView/FireView Analytics Train the Trainer (Remote)

Note: Training must occur within four (4) weeks of CrimeView/FireView Analytics Administrator/Designer Training. If Client cannot schedule the training within this window, an alternative, equivalent delivery method such as a video or remote training will be provided. Refer to Appendix Y, Workshop and Training Summary for a complete listing applicable to this project.

Major Task	Description
Overview	CentralSquare will provide hands-on training for those individuals who will be responsible for training and assisting CrimeView/FireView end users.
Client Participants	Designated CrimeView/FireView administrator(s) and power users and trainers responsible for training and supporting end users. The number of students is limited to fifteen (15) per class.
Duration	Two (2) hours.
Output	Prepares power users and trainers to train and support end users.
Prerequisite	Basic understanding of computers and CAD & Records Enterprise data.

At completion of this training, participants will be able to perform the following:

- Navigate and interact with the content within the application
- Use charts, tables, maps, and dashboard filters to drill into data
- Export content
- Set up Pulse Alerts for themselves

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7.11.7.1 CentralSquare Responsibilities

- a) Schedule the class in accordance with Client's availability and the Project Schedule.
- b) Conduct training session on a mutually agreed-upon schedule.

7.11.7.2 Client Responsibilities

- a) Provide adequate training facilities, including a conference room with adequate space, computers for each attendee, and a projector.
- b) Ensure computers have access to the CrimeView/FireView Analytics website.
- c) Ensure participation of appropriate personnel.
- d) Provide CrimeView/FireView training to all other end users.

7.11.8 System Review

The system review period begins after the Administrator/Designer Training and closes ten (10) business days after Train the Trainer. During the System Review, Client is responsible for reviewing the application and informing the CentralSquare project team of any noticed or potential issues or deficiencies with the configuration or data. CentralSquare will address the reported items during and following the review period; CentralSquare responses will fall into one of the following categories:

- Item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
- Further information or action from Client is required to assess the item (a time window for Client action will be provided).
- Item is a result of Client's source data and requires Client action to fix (a time window for Client action will be provided).
- Item identifies a software bug that has been submitted for review and rectification.
- Item represents a requested enhancement to the software. Software enhancements are not included in the scope of the project but may be undertaken at CentralSquare's Product Management discretion.

7.11.8.1 CentralSquare Responsibilities

- a) Inform Client that the System Review period has begun; provide the review items listed above.
- b) Receive and address all items/issues submitted by Client during the System Review.

7.11.8.2 Client Responsibilities

- a) Interact with the system and create new content after the Administrator/Designer Training
- b) Inform the CentralSquare Project Manager of any questions, issues, or requested configuration changes.

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7.11.9 CrimeView/FireView Analytics Acceptance

The CrimeView/FireView Analytics Dashboard application will be considered Accepted upon completion of the System Review.

7.12 Implementation of Enterprise System Interfaces

7.12.1 Enterprise Standard Interfaces - Implementation Overview

Standard interfaces to be implemented for this project are listed within the Agreement and Appendix B of this SOW.

Standard Interfaces may require certain work to be completed in the system prior to implementation. This may include code table configuration, system hierarchy, template design and the configuration of servers, certificates and integrations required for interface operation. Standard Interface OSD documents will detail network, third party and other pre-requisites for interface operation.

Standard Interfaces are deployed in the Pre-Production environment (which becomes Production at Go-Live). Interfaces are not deployed in Test or Training Environments unless specified in the Agreement and Appendix B of this SOW.

Disaster Recovery Interfaces are also licensed in the Agreement and listed in Appendix B of this SOW.

The Disaster Recovery system for On-Premise Systems will include licensed Disaster Recovery Interface configurations if the Interface Servers are replicated at a Virtual Machine level, with the assumption that no re-configuration needs to occur to either the CentralSquare or Third-Party end points as a result of a failover.

If the On-Premise Disaster Recovery system contains separately configured, non-replicated, Interface servers then Interface configuration services will need to be included in the Agreement.

Cloud Interfaces are replicated for Disaster Recovery with no end point configuration changes.

Major Task	Description
Schedule	CentralSquare and Client will conduct interface implementation tasks as indicated in the approved Project Schedule. Applicable Code Tables, configurations and Templates that must be built as part of the overall Project Schedule as a pre-requisite for interface deployment and/or testing will be detailed by the OSD.
Functional Review	Review of Standard interface functional specifications with CentralSquare, Client's subject matter expert (SME), and third-party vendor to review the Operational Scenario Document (OSD).

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Installation and Configuration	CentralSquare will install the Interface, configure the interface and dry-run test the interface.
Functional Testing	CentralSquare will complete functional testing of the interface with Client and third party using a Functional Test document based solely on the OSD. Client notates the Functional Test document to indicate which tests passed or did not pass based on the OSD. Any exceptions are resolved and re-tested.
Sign Off	Client signs off on each interface via a Task Completion Report (TCR) upon completion of Functional Test.
Go-Live	The interfaces are brought into Production during system Go-Live.

7.12.2 Enterprise Standard Interfaces - Roles and Responsibilities

7.12.2.1 CentralSquare Responsibilities

- a) Review interface OSD with Client for each standard interface.
- b) Prepare and submit a TCR to Client documenting the delivery/review of the OSD.
- c) Assist with detailing configuration options for the interface.
- d) Install, configure and pre-test each interface based on the agreed-upon configurations.
- e) Assist Client and third-party vendors to complete functional testing in accordance with Functional Test document. CentralSquare is not responsible for configuration of third-party systems.
- f) Prepare and submit a TCR documenting completion of Functional Test including any exceptions.
- g) Resolve Functional Test issues and re-run tests to confirm they have been resolved.

7.12.2.2 Client Responsibilities

- a) Participate in the review of OSDs for each standard interface.
- b) Provide the information that is necessary to complete the configuration options for each interface.
- c) Obtain the detailed documentation, schema, protocols, query specifications, sample files, and API access for each of the third-party applications that CentralSquare interfaces with and provide the documentation to CentralSquare.
- d) Act as the primary point of contact with third parties, including other vendors, state and/or local agencies that control products with which CentralSquare products will interface with.
- e) Ensure connectivity on the designated protocols and ports to or from third party or Client-hosted endpoints.

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- f) Ensure design decisions and functional signoff decisions are made conclusively and in a timely fashion.
- g) Provide a point of contact/administrator for each/all standard interfaces with knowledge and experience of the work and data flows.
- h) Participate in the Functional Test with CentralSquare and third-party vendor and notate each test has passed, failed, or is not applicable. Validate data transferred to/from CentralSquare systems as part of the testing process of the interface.
- i) Assist CentralSquare in documenting, testing, and resolving Functional Test exceptions.
- j) Review and approve applicable TCRs.

Note: Any changes required to RMS templates required for standard interface work is the responsibility of Client.

Notes: Modifications requested by Client to a standard interface may incur additional cost and could result in project delays, since modifications to standard interfaces are only released with a major software version.

Changes to the configuration of standard interfaces made by Client may make the interface non-supportable. As a result, troubleshooting efforts may be subject to additional cost.

Client will arrange for third party vendor participation for systems that will be interfaced with, to ensure successful configuration and testing for end-end data flow.

Client is responsible for any services or software needed from third party systems to allow for interaction with the third-party system, or for connection to CentralSquare software in the absence of a third-party API. CentralSquare is not responsible for cost associated for the API, any required third-party lab or certification testing, cost associated with required programming, custom work by third party vendors, or any license fees that may be required by third party vendors. No third-party interface software will be installed on CentralSquare servers without the permission of CentralSquare.

7.13 Implementation of CAD-to-CAD Unify

7.13.1 CAD-to-CAD Overview

The CentralSquare CAD-to-CAD Hub (or simply the “Hub”) provides intelligent options for sharing data between disparate CAD systems including call and unit information. Use of the Hub as a CAD-to-CAD solution reduces the use of phone calls and radio traffic while reducing response times and increasing information accuracy. The following documentation provides scope, processes, and deliverables necessary to implement a successful Unify system.

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Unify provides the deepest system integration by interfacing bi-directionally to and from the connecting system. This allows users to send and receive incident and unit data to and from the Hub using their existing CAD. The Unify product package also provides user access to the Hub Portal Incident Viewer and Hub Notifications typically associated with the Aware and Notify product packages.

The customization efforts involved when integrating the Adapters and interfaces with the CAD-to-CAD Hub include several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to the Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate integration with inherent risks associated with configuration efforts. CentralSquare will work with the City of Burleson to identify, track and mitigate risks associated with this project.

7.13.2 Solution Overview

The City of Burleson will be connected to a Cloud CAD-to-CAD Hub using one of the methods noted below.

- Unify: Bi-directional solution, enables sharing of incidents, unit updates, and unit locations.
- Portal Access only (for situational awareness).

A table outlining each participating agency is included in Section 7.13.3, System Connections.

- The City of Burleson will Go-Live with CentralSquare CAD Enterprise at a date that is to be determined. CentralSquare will work with the City to develop a mutually agreed upon schedule for the deployment and Go-Live of the CAD-to-CAD at the City of Burleson. An interim solution is available for the potential participating agencies that are waiting on the development of the CAD Adapter connection.

Portal access is included to view real-time CAD events as well as resource sharing requests. Agencies would also be able to receive and respond to requests in the Portal.

For any outside entities that have a CAD system and would like to participate in the CAD-to-CAD project, an executed Agreement with CentralSquare is needed for a licensed Aware, Notify, or Unify CAD-to-CAD solution which will include Portal access. For those outside entities (i.e., schools, hospitals) who do not have a CAD system, portal licenses can be purchased via an executed Agreement with CentralSquare. Alternatively, the City of Burleson may access this Agreement to procure Aware, Notify, or Unify CAD-to-CAD or portal licensing and/or professional services on behalf of outside entities.

7.13.3 Deliverable System Connections on CAD-to-CAD Hub Unify

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CentralSquare will provide the City of Burleson with the following system connections as indicated in the below table.

Adapter Status Definitions:

- Development needed by CAD provider: The CAD Vendor does not have an Adapter available and development work is required. The CAD Vendor must also complete the certification process with CentralSquare before the Adapter is available for deployment.
- Certification in process with CAD provider: CentralSquare is working with the CAD Vendor to test the Adapter and upon completion of successful testing, the Adapter will be available for deployment.
- Certified Adapter: The development work by the CAD Vendor and the certification process with CentralSquare have been completed. The Adapter is available for deployment.

#	Agency	Connecting System (Vendor/Description)	Connection Type	Product Package	Adapter Status
1	Burleson Police, TX	CentralSquare CAD Enterprise	Bi- directional	Unify	Certified Adapter

7.13.4 Modifications

No CentralSquare modifications are included outside of standard functionality described within this SOW, unless noted in Appendix A.

7.13.5 Unify Client Deliverables

In order to expedite the project implementation timeline and maximize the benefit of the product, the City of Burleson agrees to the following:

7.13.5.1 Regional Governance

The City of Burleson will designate an administrative sponsor (and/or agency representatives) to address policy decisions with partners related to this project as well as to support ongoing sustainability of the delivered system. Governance representatives from each agency form the region's governance body. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

7.13.5.2 Testing Coordination

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined Client goals, consistent participation of testers). Since the City of Burleson has a uniquely positioned relationship with all potential participating technology providers, it is the City Project Manager's responsibility to coordinate all testing sessions for this project.

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CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate stages of the project.

7.13.5.3 Subject Matter Experts (SME)

The City of Burleson will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the Project Manager. Responsibilities include but are not limited to:

- a) Documenting common incident-sharing scenarios and business processes
- b) Providing lists of units, codes, and descriptions
- c) Mapping units and codes to the common code set in the CAD-to-CAD Hub
- d) Assistance in the development of the collaborative documentation
- e) Assistance during testing and troubleshooting

7.13.5.4 Network Connections

The City and agencies are responsible for establishing a secure connection between the CAD-to-CAD Hub and the connected CAD systems including:

- a) Establishing a high speed (10Mbps) network connection
- b) Establishing network security
- c) Configuring firewalls and ports
- d) The City and agencies will identify and provide a CAD Administrator that can login to test CAD systems and work jointly with CentralSquare and the Provider on any project related network connection items.

7.13.5.5 Memorandum of Understanding

The City of Burleson is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

7.13.5.6 Agency Specific Training

CentralSquare will provide training related to the Hub Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the City of Burleson.

7.13.5.7 Test Environment

The City of Burleson is responsible for providing a test CAD environment including the installation of CAD interface and API that adequately mirrors the agency's production CAD environment, with associated test data that is capable of interfacing with CAD-to-CAD Hub. The test environment will connect to the same server cluster as the production environment, located at the agencies host facility.

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- a) Failure to provide a complete test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

7.13.5.8 Remotely Accessible Test CAD Console

The City of Burleson will need to identify and provide a CAD Administrator that can login to a test CAD console, that can be used for testing with the Hub for each CAD system. The CAD Administrator will be accessible to CentralSquare personnel during normal business hours and must have login credentials that can add and modify incidents in order to conduct end-to-end system testing. The test CAD console should be configured to match the production system.

- a) The test CAD console allows CentralSquare personnel to rapidly implement, and test functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Client tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated Agreement.

7.13.5.9 Timelines and Shared Responsibilities

The CAD-to-CAD Hub Unify project schedule distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in the City of Burleson and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the City of Burleson and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Milestone delays on the part of either party will trigger an overall review of the Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

7.13.6 STANDARD FUNCTIONALITY CAD-TO-CAD UNIFY

7.13.6.1 Overview

The City of Burleson is licensed to use the CAD-to-CAD Unify functionality as described in this section. The features listed below are available components within CAD-to-CAD Hub's core functionality. Each feature requires effort to train personnel, discover needs, configure, test and deploy the system. This SOW which governs the supported features, the number of configurations allowed, and the maximum effort that will be expended by CentralSquare personnel to implement these features. Not all capabilities described herein will be deployed with every Unify Hub integration project. Features and components not listed

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below are not included in the project. Additional customizations must be expressly detailed in the SOW, Appendix A.

Software releases are available every quarter and CentralSquare Product Support will notify the City of Burleson of the release schedule and will work with the City to establish a mutually agreed upon CAD-to-CAD upgrade schedule. Features and functionality within software releases are included as part of the Subscription.

7.13.7 Business Rules, Filters, and Data Translations

Business Rules to Exchange Call and Unit Information: The CAD-to-CAD Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the City of Burleson. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

- a) The following are supported criteria for triggering a business rule:
 - i. Call or unit meets the criteria of a defined Filter in the Hub Portal
 - ii. Call or unit stops meeting the criteria of a defined Filter in the Hub Portal
 - iii. Comment added to a call containing pre-configured text string or keyword
 - iv. External resource is requested. The call information will be shared with the CAD system that owns the requested physical resource.
 - v. Resource request is granted, denied, or cancelled
 - vi. Error (network or notification error) is received from an interface
 - vii. Unit is assigned or unassigned from a call
 - viii. Call or unit field updated
 - ix. Non-incident CAD message is received
- b) The following are actions that may be taken by a business rule:
 - i. Share a call
 - ii. Request a Resource
 - iii. Grant/Deny/Cancel a resource request
 - iv. Grant/Deny a resource request based on availability
 - v. Send an email or SMS alert to a user or user group
 - vi. Create an on-screen toast notification
- c) The following are some sample scenarios that can be implemented using a business rule:
 - i. Dispatcher initiated comment of “##WV” triggers a call share with another agency that is connected to the hub
 - ii. Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number
 - iii. Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource
 - iv. Network error when attempting a call share generates a toast notification at the corresponding dispatch center
- d) Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the below table which identifies the number of business rules and the

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maximum effort to be expended by CentralSquare personnel to implement those rules.

Configuration Allowance: CentralSquare will assist the City of Burleson in developing five (5) business rules and User Groups, with associated filters. The City of Burleson is responsible for creating the remainder of the items that are needed for the configuration. There is not a limit for the number of business rules or User Groups that can be created by the agency.

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

Filters: Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the City of Burleson with assistance from CentralSquare.

- a) Filters may be created based on:
 - i. Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document
 - ii. Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document
 - iii. Time and Date parameters
- b) The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:
 - i. Calls originating from a particular dispatch center
 - ii. Calls mapped to a single or multiple common nature code(s)
 - iii. Calls of a particular discipline such as Law, Fire, or EMS
 - iv. Calls shared with other dispatch centers
 - v. Calls located in a particular geographic area (geofence)
 - vi. Units dispatched to shared calls
- c) Filters are created through the standard menu-driven functionality of the Hub Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.

Code Mappings/Translations: The CAD-to-CAD Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The City of Burleson and potential participating agencies are responsible for defining the common code set, inputting local codes and mapping them to the common codes, and maintaining the entire set of codes using the Hub Portal. Code mapping is supported for the following codes:

- a) Agency Name
- b) City
- c) Discipline (i.e., Fire, Law, EMS)
- d) Dispatch Center
- e) Nature/Response Type
- f) Priority

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- g) Response Area/Zone
 - h) Response Type
 - i) Station
 - j) Transport Destination (Code)
 - k) Unit/Resource
 - l) Unit Status
 - m) Zone (Map Data)

This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:

- a) Using a combination of factors to determine which code to send on a shared incident. For example, sending a Call Nature of “Structure Fire” for Fire calls and “Fire Assistance” for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.
- b) Changing the Call Nature based on which unit is requested.

Custom Scripts: If customization is necessary, this will generally be done using custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

7.13.8 Call/Incident Related Data

Supported CAD Incidents Fields: The following CAD Incident fields are supported for sharing by the CAD-to-CAD Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

- a) Agency Name
- b) Apartment Number
- c) Building Number
- d) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- e) Call Priority (P1, P2, P3, etc.)
- f) Caller Address
- g) Caller Name
- h) Caller Number
- i) City
- j) Comments
- k) Cross Streets
- l) Discipline (i.e., Fire, Law, EMS)
- m) Dispatch Center
- n) Disposition
- o) Latitude/Longitude (Decimal Format)
- p) Location (common place name- Central Park, County Library, etc.)
- q) Radio Channel
- r) Response Area/Zone
- s) State
- t) Street Address
- u) Time Stamps

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- v) Zip
- w) Zone (Map Data)

Note: Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

Updates and Synchronization of Shared Incident Data: Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

- a) Apartment Number
- b) Building Number
- c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- d) Comments
- e) Cross Street
- f) Radio Channel
- g) Street Address

Note: Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

Address Validation: Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

Note: Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing “St” to “Street” in order to improve shared address validation will need to be scoped separately.

Comment Sharing: Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to the CAD-to-CAD Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD, sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in the Hub.

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- a) One of the following options may be used to determine how comments will be shared:
 - i. Only share comments that contain a key text string, such as “##SHARE”
 - ii. Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
 - iii. Share all comments (not recommended)
 - iv. Disable comment sharing entirely
- b) The City of Burleson is responsible for configuring the Hub to limit comment delivery, including determining which text strings will be used to filter comments and adding them to the system.
- c) CAD system may have different sources of incident comments. For example, a CAD may provide a static information from “Basic Notes” completely separate from a “Running Comment Log.” Usually only comments from the “Running Comment Log” are implemented in the Adapter shared by your CAD. The City of Burleson and potential participating agencies, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.
- d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Hub.

Note: Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from the Hub, it is possible that some duplicate or redundant comments may result. While the Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here, will need to be scoped separately.

7.13.9 Unit/Resource Related Data

Supported Unit Update Fields: The following unit fields are supported for CAD-to-CAD sharing by the CAD-to-CAD Hub system. CentralSquare will not support fields not provided by the CAD system.

- a) Agency Name
- b) Assigned Call Number (when assigned to a call)
- c) Assigned Call Unique ID (when assigned to a call)
- d) Heading
- e) Latitude/Longitude (Decimal format)
- f) Location
- g) Signed On Status
- h) Speed
- i) Station
- j) Status
- k) Time at Coordinate
- l) Time at Current Status

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-
- m) Transport Destination (Code)
 - n) Type of Unit
 - o) Unique Unit ID
 - p) Unit Number

Unit Status Sharing: Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in the Hub. (External means placeholder or virtual units defined in a system that represent a physical unit in another system.)

- a) **Available/Unavailable Status:** When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit receive unit status updates that the unit is unavailable. Once the unit clears the scene or is otherwise available for dispatch, an available status will be sent for that unit to other systems.
- b) **True Unit Status for Shared Incidents:** When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.
- c) **Unit Control:** Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the Adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the Adapter and supported by the owning CAD, the true status of the unit is updated.
- d) **Limiting AVL Updates:** Due to the potential for high volumes of unit status and AVL updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.
- e) **CAD System Dependencies Regarding Unit Statuses:** The Hub is dependent on the Adapter and the CAD system to provide and consume up-to-date information. Unit status syncing can be impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to occasionally be out of sync between systems for short intervals but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.
- f) This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:
 - i. Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.

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- ii. Sending fabricated progressive unit status updates in order to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' in order to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD Adapter.

7.13.10 System Administration

System Administrators: System Administrators have access to the setup and configuration of the CAD-to-CAD Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to the Hub.

- a) It is the responsibility of the City of Burleson and potential participating agencies to determine which individuals will be assigned as System Administrators.
- b) When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.
- c) System Administrators can create new users and assign permissions.

User Administration: Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

- a) It is the responsibility of the City of Burleson and potential participating agencies to determine which individuals will be assigned as Agency User Administrators at the agency level.
- b) Some configuration settings may be reset for all users across all agencies. These include:
 - i. The amount of time that inactive calls are displayed
 - ii. The amount of time that toast notifications are displayed (if used)
 - iii. Users may change these settings on an individual basis if desired.
- c) User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Portal configuration settings are the responsibility of the City of Burleson and potential participating agencies.
- d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

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GIS Sources: The Hub system uses your geographical information systems (GIS) data sources to build maps. By copying the GIS sources that you want to use to build your maps into a folder, you can then import them into the Hub through the Hub Portal user interface. The Hub Portal supports the display of active calls and units on a GIS map view for situational awareness. The Portal provides GIS layer import tools for the City and agencies to import their own map files including but not limited to ESRI and other standard shapefiles and image files (i.e. Geographic or State Plane). The GIS layer import tool only takes minutes to load the data, but note that when importing map files, there will be downtime. Recommended GIS Map Data Elements are: Boundaries, Stations (Police/Fire), Freeways/Interstates, Major Streets, Waterways, Parks, and Address Points (optional). The City and agencies are responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to the Hub. The frequency of GIS updates are determined by the City of Burleson and potential participating agencies as they have no bearing on geo validation, they are just a visual tool.

- a) *Beyond basic training and initial assistance in configuring GIS information in the Hub, all other GIS related effort is the responsibility of the City of Burleson and potential participating agencies.*

System Connections: Each system Adapter connects to the CAD-to-CAD Hub over a secured connection provided and maintained by the City of Burleson and potential participating agencies. For bi-directional interfaces an HTTP connection (<https://URL:port>) is required at each endpoint (Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the City and participating agencies.

7.13.11 Data Retention and Backup

CAD for Data Retention: The CAD-to-CAD Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a client-provided database for long-term storage.

Data Purging: Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in production.

System Backups: System backups in the Cloud are the responsibility of CentralSquare.

7.13.12 Portal Features

Overview: The Hub Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration.

Call and Unity Display: The Hub Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. Hub includes the following tools for viewing call and unit-related information.

- a) Calls List – Displays currently open calls in a list view

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- b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources
- c) Units List – Complete list of units and current status
- d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

Toast Notifications: Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bi-directional call-sharing actions, or to bring bi-directional functionality to centers that may have a publish-only or no interface whatsoever.

User Preferences: Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

Admin Alerts: Historical display of email and text message alerts that have been sent to your user.

Diagnostics and Log Views: Tools for troubleshooting and identifying information shared with each interface.

Connection Monitoring: The connection between each CAD system and the CAD-to-CAD Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. The Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

- a) If the Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in the Hub Portal. A subsequent reconnect will remove this warning.
- b) If a CAD system has not transacted any updates to Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in the Portal. This may indicate that although the Adapter continues to share heartbeats with Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.
- c) If the CAD detects a potential disconnect to the Hub, it is responsible to notify its users through the CAD user interface.

Settings: System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Portal.

7.13.13 Information Sharing Redundancy

CAD-to-CAD sharing errors may result from various sources including the following:

- a) User error
- b) CAD system error
- c) Network error
- d) CAD-to-CAD Hub error
- e) Administrator error

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f) Unforeseen circumstances

If there is an error in the CAD-to-CAD process, dispatchers must be aware of the problem immediately so that other means may be used to communicate such as phones or radios. The following are suggested methods to provide redundancy and checks to ensure awareness of CAD-to-CAD sharing.

- a) User error confirmation phone calls
- b) Unit status timers in the CAD system
- c) CAD-to-CAD Hub email or text message alerts
- d) Hub Portal notifications
- e)

7.13.14 Unify External System Dependencies

The ability of Hub Unify to perform its functional requirements depends on the external systems' ability to do the following:

7.13.14.1 Bi-directional Adapters

Unify relies on bi-directional Adapters to external CAD systems which should support the following capabilities:

Continuously provide and receive updated CAD incident and unit status data to and from the CAD-to-CAD Hub

- a) Share/receive new incidents
- b) Update data fields on current incidents
- c) Update dispatcher comments
- d) Assign units/resources to current Incidents
- e) Provide unit status updates including AVL data
- f) Present information to the CAD operator in an appropriate way

Continuously provide and receive updated unit information to and from the Hub

- a) Unit assignment to incidents
- b) Unit status updates
- c) Send and receive unit requests

Connection notices: Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.

Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

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7.13.14.2 Other Considerations

Functionality: Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the CAD-to-CAD Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system is able to provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond the CAD-to-CAD Hub's ability to work around.

7.13.14.3 External System Adapter Requirements

The dependencies listed in this section are an overview and are for general awareness. The CAD-to-CAD Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The City of Burleson and potential participating agencies should require the provider to comply with all requirements of the SDK.

7.13.15 PROJECT EXECUTION

7.13.15.1 Implementation Overview of CAD-to-CAD Unify

The CAD-to-CAD Hub is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate proper functionality prior to Go-Live.

The implementation includes tasks to be completed by multiple stakeholders including CentralSquare, City and agency personnel, and the 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project schedule with the City of Burleson upon project Kick-Off.

7.13.15.2 CAD-to-CAD Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

- a) Installing the database and application server software.
- b) Once network connections have been established between the servers by the City of Burleson and potential participating agencies, CentralSquare will establish software connections between each server.
- c) Establish each environment such as test, training, and production as set forth in this document and the accompanying Agreement.
- d) Configure the connection parameters for each 3rd party system connection. Note it is the City of Burleson and potential participating agencies responsibility to ensure network connectivity between servers are established.
- e) Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the City of Burleson.
 - i. Agency
 - ii. Dispatch Centers
 - iii. Nature / Response Type
 - iv. Unit / Resource
 - v. Unit Status
 - vi. Unit Type
- f) If the project involves joining a new dispatch center to an existing hub or upgrading a publish-only interface to a bi-directional interface, some or all of these steps may have been already completed. The associated Agreement will outline exceptions or additions to these steps.

7.13.15.3 CAD-to-CAD Hub System Setup

The tasks listed under system setup may be executed simultaneously.

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CAD Provider Adapter Implementation and Configuration: Includes the installation and configuration of the CAD Provider Adapter by the Provider or by CentralSquare as defined in the SOW, Section 7.13.3.

Software Installation: Basic server configuration is added for each interface on the CentralSquare server hosted on AWS GovCloud and the Portal client software is delivered to the City of Burleson and potential participating agencies. Software installation marks the completion of the system setup tasks.

7.13.15.4 Initial Discovery and Configuration

A discovery phase will take place that will identify site-specific configurations for the Hub. Specific configurations may be recorded in the documentation listed below. It is agreed that all shared can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.

- a) List of CAD Codes: The City of Burleson and potential participating agencies will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems through the Hub. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.
- b) Code Mapping Document: Under the guidance of CentralSquare, the City of Burleson and potential participating agencies will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the Hub facilitates mapping and translation to other agencies' codes, which is the responsibility of the City of Burleson and potential participating agencies.
- c) Test Scenarios: CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the City of Burleson providing that they are within the scope of the accompanying Agreement. These test scenarios will form the basis of training documentation.
- d) Configuration Documentation: Documentation may be added directly into the configuration screens of the Hub and is easily exported as text. This will serve as the primary form of technical documentation.
- e) Product Manuals: CAD-to-CAD Administrator's Guide will be provided electronically.

The City's Project Manager and Subject Matter Experts play a critical role during this time. Discovery and configuration involves the gathering of business requirements, CAD codes, system configuration including code mappings on the CAD-to-CAD Hub.

The results of the discovery and configuration sessions will be compiled, documented in an Operational Scenarios Document (OSD) and signed off by the City of Burleson, via a TCR, before the configuration phase begins. CentralSquare will provide OSD documentation as appropriate. The OSD document will be updated as the agencies are implemented and brought online.

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This task is considered complete upon completion of the client questionnaire documentation and a joint review between the City of Burleson, the potential participating agencies and CentralSquare.

7.13.16 CAD-TO-CAD UNIFY TESTING

7.13.16.1 Isolated CAD Adapter Testing

CentralSquare and the City of Burleson will develop a mutually agreed upon testing schedule. System testing will be conducted throughout the project in three distinct periods and a Reliability Period, described in SOW, Section 7.14.

The isolated CAD Adapter testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare Engineers and the Provider implementing its Adapter. This testing will use a CAD-to-CAD Hub Test Environment, and test instances of the CAD system and Adapter. CentralSquare will use a CAD simulator to test all aspects of the connection between the Hub and the Provider's Adapter and CAD system. Sample data may be used to demonstrate the ability to view data using the Hub Portal client. Testing support from the Provider and assistance from the City of Burleson and potential participating agencies are required. The City of Burleson and potential participating agencies will identify and provide a CAD Administrator that can login to test CAD systems with its Adapter connected to the Hub. The CAD Administrator will work jointly with CentralSquare and the Provider to complete this testing.

At the conclusion of the isolated CAD Adapter testing, the connection to the server is demonstrated as messages are successfully being exchanged in a bi-directional fashion between the Provider CAD system and the Hub.

7.13.16.2 Provider End-to-End testing

Provider end-to-end testing will be conducted when the isolated CAD Adapter testing is complete for each CAD system that is required to meet the standard incident and resource sharing requirements. It will involve CentralSquare Engineers, the CAD providers, the City of Burleson, and the potential participating agencies. If a dependent CAD system is not ready for end-to-end testing, the testing may proceed using a CAD simulator provided by CentralSquare. CAD Simulator testing does not replace end-to-end testing with the CAD Provider. The City of Burleson and the potential participating agencies will need to identify and provide a CAD Administrator that can login to the test CAD systems with its Adapter connected to the Hub. The testing period will be paused for resolution of Go-Live issues as defined in the SOW, Section 7.14. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare, the City of Burleson and the potential participating agencies will expedite where possible the resolution of any Provider defects.

At the conclusion of the Provider end-to-end testing, meeting all the Adapter and CAD Provider testing requirements as defined in the OSD marks the completion of the Provider end-to-end testing.

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7.13.16.3 Functional Acceptance Testing (Client End-to-End Testing)

Once the Provider end-to-end testing is concluded for each CAD system, Functional Acceptance Testing will be conducted by the City of Burleson, the potential participating agencies, and the CAD Provider under CentralSquare supervision. Each agency will go through Functional Acceptance Testing when they are ready to connect to the system, so Functional Acceptance Testing may happen multiple times on the same CAD-to-CAD Hub.

It is during the Functional Acceptance Testing that the City of Burleson and the potential participating agencies, gain close familiarity with the CAD-to-CAD Hub and related functionalities. Expanded Standard Operating Procedures (SOPs) are more fully defined and tested by the City of Burleson and the potential participating agencies, during this time. Changes required for City and agency SOPs are out of scope unless explicitly agreed.

In order to confirm that all work has been completed under this SOW and that the system meets the functional requirements of the COTS Hub system, CentralSquare and the City of Burleson will develop a mutually agreed upon functional acceptance test plan that is based on the criteria contained in “Exhibit 8- Operational Scenario Document (OSD)” which will be incorporated into the “Exhibit 7 - Sample Docs for C2C”. The Functional Acceptance Testing process consists of verifying and running script-based standard tests (“Exhibit 7: Sample Docs for C2C”) in a format designed to verify the functionality of the CAD-to-CAD solution. CentralSquare will work with the City of Burleson and the potential participating agencies to develop a mutually agreed upon testing schedule for the agencies. Following the completion of the Functional Acceptance Testing, any defects that are raised will be prioritized as follows:

Priority	Issue Definition
Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live issues will be corrected prior to Go-Live.
Post-Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that can be corrected after Go-Live. The City and CentralSquare will mutually agree these issues may be addressed after Go-Live. CentralSquare will provide a reasonable date for resolution of the Post-Go-Live issues.
Support Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing that are not contractually required functionality and do not prevent the City from performing normal daily or monthly processes; and therefore, can be corrected after the CAD-to-CAD Go-Live. These issues will not affect functional acceptance of the system. Support issues will be managed based upon the procedures outlined in the Software Support Agreement.

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The City of Burleson will agree to sign off upon the completion of each Functional Acceptance Testing session, acknowledging the delivery and receipt of the testing results, via a TCR. Upon resolution of any Go-Live or Post-Go-Live issues, the failed test(s) will be repeated by the participating agencies under CentralSquare supervision, until resolved. The City will agree to sign off on a TCR reflecting the completion of Functional Acceptance Testing when the testing has been completed with no Go-Live issues (i.e., a passing Acceptance Test). Upon completion of Functional Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The City of Burleson and potential participating agencies will train their own dispatchers from expanded SOPs defined during the Functional Acceptance Testing.

7.13.17 CAD-TO-CAD UNIFY TRAINING

Upon completion of the Functional Acceptance Testing, CentralSquare will conduct CAD-to-CAD Hub Administrator training. CentralSquare and the City of Burleson will develop a mutually agreed upon training schedule for the agencies.

CentralSquare follows a “Train-the-Trainer” approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. CentralSquare Technical Support personnel will be available as a resource to the City and agency trainers through established Technical Support procedures as defined in the Agreement.

- a) CAD-to-CAD Hub Administrator Training: CentralSquare will provide Portal Administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar.
- b) Unify User Training: CentralSquare will work with the City and agency trainers to advise them on incorporating CAD-to-CAD concepts into their training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon their configuration, training for the Unify users is the responsibility of the City of Burleson and the potential participating agencies. It is expected that Subject Matter Experts (SME's) will be sufficiently familiar with their operational procedures and their CAD configuration to conduct this training for their respective agency.
- c) Hub Portal Training Videos: CentralSquare will provide the City of Burleson and potential participating agencies with access to training videos on essential Portal features.
- d) Training Documentation: Agency specific documentation of local sharing use cases and rules is the responsibility of the City of Burleson and potential participating agencies.

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7.13.18 CONDUCT CAD-TO-CAD PRE-GO-LIVE TASKS

After the Client-led User training is complete, the system is ready for deployment. Preparation for cutover to live operations will be outlined in the Project Schedule and the Go Live Plan four (4) to six (6) weeks prior to Go Live. The Go Live plan includes the overall timeline for the event, products involved, agencies involved, roles and responsibilities, established meeting dates/times, issue reporting and escalation process, transition to support and the communication plan.

Pre Go-Live Tasks:

- a) Client to distribute final version of documentation to participating agencies outlining modifications to standard operating procedures.
- b) CentralSquare Project Manager and the City will ensure all end user training has been completed, and that all Go-Live deliverables are completed with related TCRs approved.
- c) CentralSquare Project Manager will schedule and monitor internal and Client-facing Go-Live readiness checks during team planning meetings.
- d) CentralSquare Project Manager and the City Project Manager, along with key resources, will conduct separate planning meetings to draft/approve the Go-Live Plan.
- e) The Go-Live plan provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the Go-Live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.

Go-Live Preparation:

CentralSquare and the City will draft the CentralSquare Go-Live Authorization Letter for each Go-Live group. The Go-Live Authorization Letter confirms that the system has been installed and tested, and that the City agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the Go-Live. Date and time of the Go-Live is memorialized, the participating agencies, along with assurance the City's technical team and subject matter experts will be available twenty-four (24) hours a day to support the Go-Live unless otherwise noted in the Agreement. The City is required to review and sign off on the Go-Live Authorization Letter no later than three (3) weeks prior to the scheduled Go-Live date.

Transition Presentation:

CentralSquare will provide a presentation to the City to gain familiarity with the Support structure and methodologies. CentralSquare will assist in

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confirming that representatives designated by the City needing access to enter and track support tickets have credentials for CentralSquare access.

7.13.19 CAD-TO-CAD GO-LIVE

Go-Live of the CAD-to-CAD solution for each of the participating agency entities into the production environment is a highly orchestrated activity that will require resources from the City of Burleson, any participating agencies, CentralSquare, and the CAD Provider teams. The CAD-to-CAD Hub has the ability to deploy functionality on a case-by-case basis. The migration plan may, for example, first deploy bi-directional unit status updates followed later by automated call sharing.

Go-Lives are conducted either on Tuesday or Wednesday. Any CentralSquare Go-Live Support that is beyond the amount specified per the Agreement may be subject to an additional cost.

The system is brought into production per the Go-Live Plan and the Go-Live Authorization Letter. Go-Live support is provided by CentralSquare as follows.

- Go-Live Support: A total of three (3) consecutive days of remote support will be provided when the City of Burleson goes live with CentralSquare CAD Enterprise. CentralSquare will provide support for eight (8) hours per day, for days one and two, and a half day on day three with one (1) Consultant (trainer) during normal business hours.

A TCR will be provided to the City for signature upon completion of the Go-Live event and CentralSquare provided support, per the Agreement. The system will then enter into its Reliability Period as defined in the SOW, Section 7.14. During Go-Live, issues are reported and managed by CentralSquare with the City's assistance. Upon cessation of Go-Live support by CentralSquare, issues are reported and managed by the City.

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7.14 System and Subsystem Go-Live

7.14.1 Go-Live

Go-Live of Enterprise Subsystems into the Production environment is a highly orchestrated activity that will require resources from both Client and CentralSquare teams.

Go-Lives are conducted on consecutive weekdays (Monday-Friday). Go-Lives that require CentralSquare support that begins before or extends beyond weekdays (unless included in the Agreement) are subject to additional cost.

- a) “Go-Live” means the event that occurs when Client first uses a Subsystem for Live Operations. A separate Go-Live may take place with respect to each Subsystem, each Interface, and each Modification.
- b) “Go-Live” means “First use in a non-test bed environment”.
- c) “Go-Live” means “Live in a Production environment for a period of 10 days with no Priority One or Priority Two support error”.

Major Task	Description
Schedule	CentralSquare and Client will conduct all associated Go-Live tasks as indicated in the approved Project Schedule, associated documents, and per the Agreement.
Pre-Requisite Go-Live Tasks	<p>CentralSquare project manager and Client will ensure all end user training has been completed, and that all Go-Live deliverables are completed with related TCRs approved.</p> <p>CentralSquare project manager will schedule and monitor internal and Client-facing Go-Live readiness checks during team planning meetings.</p> <p>CentralSquare project manager and Client project manager, along with key resources, will conduct separate planning meetings to draft/approve the Go-Live plan.</p> <p>The Go-Live plan provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the Go-Live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.</p>
Go-Live Preparation	<p>CentralSquare and Client will draft the CentralSquare Go-Live Authorization Letter.</p> <p>The Go-Live Authorization Letter confirms system has been installed and tested, and that Client agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the Go-Live. It lists all Subsystems included for Go-Live and any exceptions that will not be included (if applicable). Date and time of the Go-Live is memorialized, along with assurance Client’s technical team and subject matter experts will be available 24 hours a day to support the CAD/Mobile Enterprise Go-Live and standard business hours (8:00am – 5:00pm Monday - Friday) for RMS Enterprise</p>

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	<p>unless otherwise noted in the Agreement. Client is required to sign off on the Go-Live Authorization Letter.</p> <p>The CentralSquare project manager will coordinate the completion of Pre-Go-Live Checklists at regular intervals in the weeks leading up to the Go-Live to ensure the system is ready. Both CentralSquare and Client have responsibilities to complete the Checklists. Training data will be purged from the system, and the system itself will be locked down.</p>
Support Transition Presentation	<p>CentralSquare will invite Client to participate in a presentation to gain familiarity with Support structure and methodologies.</p> <p>CentralSquare will assist in confirming that representatives designated by Client needing access to enter and track support tickets have credentials for CentralSquare access.</p>
Go-Live	<p>The system is brought into Production per the Go-Live Plan and Go-Live Authorization Letter, and Go-Live support is provided by CentralSquare per the Agreement.</p> <p>Milestone TCR(s) are provided to Client for approval based on the Agreement.</p> <p>System enters into its Reliability Period, as defined per RFP response and/or Agreement.</p> <p>During Go-Live, issues are reported and managed by CentralSquare with Client's assistance. Upon cessation of Go-Live support by CentralSquare, issues are reported and managed by Client.</p>
Transition to Support and CSM	<p>At the conclusion of the Contractual Reliability Period, the project is closed and transitioned into Maintenance and Support. This also begins the relationship between Client and the Customer Success Manager (CSM).</p>
Post-Go-Live Deliverables	<p>If applicable, Post-Go-Live deliverables will be managed to completion of delivery by the CentralSquare project manager per the Agreement.</p>

7.14.1.1 CentralSquare Responsibilities

- a) Complete internal Go-Live readiness checks and interval team planning meetings.
- b) Prepare a Go-Live Plan for delivery to Client.
- c) Prepare a Go-Live Authorization Letter and deliver to Client.
- d) Identify the participants for the Go-Live in accordance with the terms of the Agreement.
- e) Coordinate CentralSquare personnel in advance of the Go-Live date to complete final tasks as a part of the Go-Live preparations.
- f) Assist Client in placing the system into Production.

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- g) Assist Client staff in usage of the system as well as documenting, reporting, and researching issues.
- h) Provide support during and after system Go-Live as specified within the Agreement.
- i) Prepare and submit TCR(s) upon first live operation of system in a live environment.

7.14.1.2 Client Responsibilities

- a) Complete end user training needed to support operation of Subsystems.
- b) Participate in review of the Go-Live Plan.
- c) Review and approve the Go-Live Authorization Letter no later than three (3) weeks prior to Go-Live.
- d) Complete prerequisite tasks as directed by CentralSquare.
- e) Place the software into Production and begin operational use in accordance with the project schedule, Go-Live Plan, and Go-Live Authorization Letter.
- f) Provide adequate persons for the supervision and assistance to end users during Go-Live and beyond the participation of the CentralSquare staff.
- g) Provide dedicated workstations for CentralSquare support staff use during Go-Live.
- h) Provide IT support to cover all Client end user and CentralSquare staff hours of operation.
- i) Develop a process for the identification of, research, reporting and resolution of issues.
- j) Review and approve the applicable TCR(s).

7.15 Reliability Period

Client's cutover to live Production of any CentralSquare supplied Subsystem (i.e., productive use) constitutes Client's acceptance of the Subsystem.

Upon Go-Live for the Subsystem(s), Client shall use the Subsystem for a thirty (30) consecutive day period to verify operational functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum E to the Agreement) are reported during such thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Reliability Test Period, CentralSquare shall commence actions in accordance with the Software Support Agreement to correct the reported error.

Note: If Subsystems do not Go-Live on the same day, or if agencies and/or PSAPs Go-Live in multiple phases, the Reliability Acceptance Period for each Subsystem will start the first day that Subsystem Goes Live and is used in a Production environment by any agency and/or

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PSAP. There will not be separate Reliability Acceptance Periods as subsequent agencies and/or PSAPs Go-Live.

In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

Critical or Urgent Priority software errors caused by factors that are outside of CentralSquare's control, and/or from variables which are outside the scope of CentralSquare's responsibilities, will not be counted Critical or Urgent Priority software errors. Examples of such issues could be, but are not limited to:

- Power failures
- Operator error
- External network failure
- Availability of components that are not provided by CentralSquare but interface to/from the CentralSquare solution
- Hardware or Operating System software
- Non CentralSquare supplied software components introduced into the working environment

During the Reliability Test Period, the Subsystem will be frozen, (i.e., no changes, fixes, and/or updates will be applied, except those that are required to address Downtime Failures associated with the Reliability Test Period.)

At the conclusion of the Reliability Test Period, as further defined in the Agreement, the Subsystem will be deemed accepted by Client.

7.15.1 CentralSquare Responsibilities

- a) Document the start of the Reliability Period upon Go-Live of the Subsystem via TCR.
- b) Address Reliability Period issues that are reported during this period.
- c) Document issues that are not considered "Reliability Acceptance" issues to be addressed as part of the support and maintenance of the Subsystem.
- d) Provide the TCR to document Final Acceptance of the System.

7.15.2 Client Responsibilities

- a) Report issues when they occur.
- b) Review and approve the applicable TCRs.

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8 PROJECT CLOSURE

Project closure activities commence when all project deliverables have been completed. Support of systems and subsystems will be transitioned to CentralSquare's Support and monitored per the Support and Maintenance Agreements.

Major Task	Description
Post Go-Live Project Deliverables	Once complete, ensure CentralSquare project manager will provide TCR to Client for signoff of completed deliverables.
Final Audit	CentralSquare project manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Client to confirm the project is completed.
Final Transition	CentralSquare project manager performs final transition of Client to Support who will become the primary conduit for entry, tracking, and resolution of system issues. Client interaction is officially handed over from the CentralSquare project manager to the CentralSquare Customer Success Manager (CSM).
Project Closure	CentralSquare project manager performs administrative tasks to archive project documents and close the project.

8.1.1 CentralSquare Responsibilities

- a) Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
- b) Transition the CentralSquare point of contact from the Project Manager to the CSM and Client Support Services Department.
- c) Provide continued support based on terms of Agreement.

8.1.2 Client Responsibilities

- a) Provide approval of final Project TCRs within five (5) business days.
- b) Process payment of final invoices.

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Appendix A - Contracted Modifications to Standard CentralSquare Products

Note: Any changes to the requirements documented in approved System OSDs are subject to Change Order.

There are no product modifications proposed for this project.

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Appendix B - Standard CentralSquare Interfaces

The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced. Descriptions of each of the standard interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented and approved in the System OSDs are subject to Change Order.

Standard Interfaces

Standard Interfaces are included in the Contract and listed in this SOW. If not explicitly listed in the Contract, the interface will not be installed and supported.

Standard Interface	Description
Interface Name	Enterprise CAD ASAP Interface
Interface Description	The Automated Secure Alarm Protocol (ASAP) is an American National Standard developed jointly by APCO and The Monitoring Association and approved by the American National Standards Institute. NLETS is a partner in the program and uses its systems to provide a data bridge between both systems. Using ASAP, Central Station alarm companies such as Vector Security, Rapid Response, and ADT can transmit alarm data electronically to Central Square's Inform CAD, reducing the potential for human error and call volume, and results in a decreased response time for Calls for Service.
Subsystem	CAD
Direction	Import
Interface Document Name	OSD – ASAP Standard Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Enterprise CAD CryWolf Alarm Incidents Export
Interface Description	This interface transfers alarm incident data from the CAD to the CryWolf system for daily processing of false alarms. This process is automated, using scheduled data transfers during off-peak hours to our secure FTP site for processing and does not require Client resources to operate.
Subsystem	CAD
Direction	Export
Interface Document Name	TBD
Instances Contracted	Production

Standard Interface	Description
Interface Name	Enterprise CAD CryWolf Permits Import

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Interface Description	This interface transfers alarm permit information from CryWolf for consumption by the CAD system. It transfers alarm permit data (contact information, premise info and permit status) from the CryWolf database to a format which can be consumed by the CAD system.
Subsystem	CAD
Direction	Import
Interface Document Name	TBD
Instances Contracted	Production

Standard Interface	Description
Interface Name	Enterprise CAD Premise Data Import - ImageTrend
Interface Description	CentralSquare Technologies provides the standard External System to Inform CAD Data Transfer Interface to provide the ability to import and update premise records from an external source. This is a single directional interface from the external source (typically an RMS) to Enterprise CAD. The interface will enable information that is entered or edited on the external system to propagate to the Enterprise CAD system. Any premise information added or edited within the Enterprise CAD system will be allowed, but the changes will not be updated back to the external system.
Subsystem	CAD
Direction	Import
Interface Document Name	OSD - External to CAD - Premise v2.pdf
Instances Contracted	Production

Standard Interface	Description
Interface Name	Enterprise CAD RapidSOS Interface
Interface Description	CentralSquare shall implement a standard RapidSOS, service-based, interface to work with the RapidSOS API. The API provides the ability for connecting clients to query the RapidSOS Clearinghouse server over public networks only when using TLS and tightly-controlled API keys. The API keys are used during the query process to authenticate the requestor to an agency that is authorized to retrieve caller location data.
Subsystem	CAD
Direction	Bi-Directional
Interface Document Name	OSD – Standard RapidSOS Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Alpha Numeric Paging Interface
Interface Description	The Enterprise CAD Paging Interface is a standard alphanumeric paging interface to provide sending text “paging” messages to a paging system vendor(s) using PET/TAP,

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	WCTP, SMTP, or SNPP paging protocols, for delivery to the intended recipients.
Subsystem	CAD
Direction	Export
Interface Document Name	OSD – AlphaNumeric Paging Standard Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard ANI/ALI Interface - Vesta
Interface Description	This Interface provides a one-way transfer and processing of data from the E911 Controller of the phone system to Enterprise CAD using one of the two available types of package structures: fixed position and delimited fields. The Interface is configurable to process various formats of ANI/ALI data streams—to include certain formats of TTY/TDD emergency calls.
Subsystem	CAD
Direction	Import
Interface Document Name	OSD – Enterprise CAD Standard ANI/ALI Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Text-to-911 - Vesta
Interface Description	<p>VESTA provides output via Ethernet network communications using a VESTA Third-Party Interface (TPI) API. When the Public Safety Answering Point (PSAP) operator ends a call session, the VESTA system transfers Complete TTY Conversation event message for consumption by the CAD Enterprise interface. When the CAD Enterprise interface identifies this event message with a text message transcript, the interface shall present to the user at the CAD Enterprise workstation corresponding to the phone position referenced in the event message with the option to create a new incident with the transcript, append the transcript to an existing open incident, or ignore the text message.</p> <p>When the interface incorporates the conversation transcript into an incident, the interface shall compose an incident comment to include the basic information regarding the session (a remark that a TTY call was received, the message connection/received timestamp, the contact phone number, the VESTA system phone position, and the corresponding CAD Enterprise workstation).</p> <p>A text file with each timestamped receive (Rx) and transmit (Tx) text leg of the session is attached to the incident.</p>
Subsystem	CAD
Direction	Import
Interface Document Name	OSD – CAD Enterprise Motorola VESTA Text-to-911 Interface
Instances Contracted	Production

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Standard Interface	Description
Interface Name	Standard Logging Recorder Interface: Eventide
Interface Description	CentralSquare will make CAD incident data available to Eventide through a dedicated SQL view made available on the CAD Archive Server. The customer will be responsible for providing SQL Access to Eventide to the CAD Archive Server to access this view.
Subsystem	CAD
Direction	Export
Interface Document Name	N/A
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard USDD (G2) Station Alert Interface
Interface Description	CentralSquare shall implement a standard Station Alerting Interface to work with the US Digital Designs Phoenix G2 Station Alerting. The Phoenix G2 Station Alerting System consists of a Communications Gateway that interfaces with CAD, allows system management and monitoring, communicates with Station Controller devices located in stations. Upon an Enterprise CAD System dispatch event, the Enterprise CAD Interface shall pass dispatch assignment information to the Phoenix G2 System. The Phoenix G2 Alerting System Server shall receive the CAD dispatch data and perform programmed station alerting functions for the stations involved.
Subsystem	CAD
Direction	Bi-Directional
Interface Document Name	IRD - USDD Station Alerting Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Enterprise CAD External Incident Data Transfer – ImageTrend Fire/ePCR
Interface Description	The Standard CAD to External System Data Transfer Interface will provide a one-way data transfer of selected Enterprise CAD incident data fields from Enterprise CAD to a single Records Management System (RMS), Reporting Module, or other system external to the Enterprise CAD System.
Subsystem	CAD
Direction	Export
Interface Document Name	IRD – Standard CAD-to-External System Data Transfer
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Arrest and Incident Publisher – TX Gang

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Interface Description	The Arrest and Incident Publisher Interface publishes Arrest and Incident data from Enterprise RMS via XML files to the network file share in a CentralSquare defined file format.
Subsystem	Records
Direction	Export
Interface Document Name	OSD – Enterprise RMS Incident and Arrest Publisher Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Arrest and Incident Publisher – GangNet Systems
Interface Description	The Arrest and Incident Publisher Interface publishes Arrest and Incident data from Enterprise RMS via XML files to the network file share in a CentralSquare defined file format.
Subsystem	Records
Direction	Export
Interface Document Name	OSD – Enterprise RMS Incident and Arrest Publisher Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Citation Importer Interface – Tyler Incode
Interface Description	The CentralSquare Standard Citation Importer (the “Interface”) is a unidirectional interface. It will import Citation data from the Third Party System into Records Enterprise. The XML imported will be in CentralSquare’s Standard Citation format.
Subsystem	Records
Direction	Import
Interface Document Name	OSD - Records Enterprise Citation Importer Interface v1.1
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Incident Publisher Interface – IA Pro
Interface Description	The Incident Publisher Interface publishes Incident data from Records Enterprise a configured network file share in a CentralSquare defined file format.
Subsystem	Records
Direction	Export
Interface Document Name	OSD – Enterprise RMS Incident Publisher Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard National Data Exchange (N-DEX) Publisher
Interface Description	The N-DEX Publisher Interface is a unidirectional interface that publishes Arrest and Incident data from Records Enterprise to the N-DEX file share.
Subsystem	Records

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Direction	Export
Interface Document Name	OSD – National Data Exchange (N-DEx) Publisher
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Texas State Crash Publisher
Interface Description	The Crash Publisher – Texas Interface publishes Crash data from Records Enterprise to the Texas Department of Transportation (TX DOT) system.
Subsystem	Records
Direction	Export
Interface Document Name	OSD – TX Allen TXDOT Enterprise RMS Crash Publisher v1.2
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Warrant Publisher Interface – Tyler Incode
Interface Description	The Warrant Publisher Interface publishes Warrant data from Records Enterprise to a configured network file share in a CentralSquare defined file format.
Subsystem	Records
Direction	Export
Interface Document Name	OSD – Enterprise RMS Warrant Publisher Interface
Instances Contracted	Production

Standard Interface	Description
Interface Name	Standard Warrant Importer Interface – Tyler Incode
Interface Description	The CentralSquare Warrant Importer (the “Interface”) is a unidirectional interface. It will import Warrant data from the Third Party System into Records Enterprise. The XML imported will be in CentralSquare’s Standard Warrant format. The Interface includes the import of attachments. The attachment must include a Filename, Extension, and Media in order to import. The Extension is the file type without a dot (ex: jpg, bmp). The Media is the attachment data in base64string format.
Subsystem	Records
Direction	Import
Interface Document Name	OSD - Warrant Importer Interface
Instances Contracted	Production

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Appendix D - Message Switch

The CentralSquare Message Switch is a component of the CentralSquare Suite which allows query and response transactions between CentralSquare Suite applications, the State, and some third-party data sources. CentralSquare Message Switch is a standalone application that can be accessed from any web application, or within a CentralSquare products, to centralize inquiries to state switch systems, internal systems and/or other providers while reducing user interactions and data entry workflows.

A **Message Switch Provider** is equivalent to a data source (such as a CentralSquare component like Records Enterprise, the State, or a SQL database).

Message Switch Providers use Transactions to query the data source.

A **Message Switch Transaction** can be considered the equivalent of an individual query or a combination (combo query which queries multiple Providers). Examples of individual queries would be Person by Name or Driver's License Number Transaction for the Provider Records Enterprise, or a Message key Transaction to the Provider State Justice Switch, or a Type of SQL Query to an external SQL database for a Custom Provider). Transactions are rolled up under each Provider. An example of a combination query would be a Transaction defined as a Combination Query of a Person query on both a State Provider and a SQL Custom Transaction (e.g., a Person by Name query which searches both the State, and an external SQL Data Source).

Standard transactions are included in the project, subject to applicable access. Standard queries can be performed via the Records Enterprise Menu Options, and Records Enterprise Query entry page.

The list of Message Switch Providers and associated Transactions included in this Contract are as follows:

Standard Providers (for CAD and Records Enterprise):

Provider: CAD Enterprise

Standard CAD Enterprise Transactions:

Category	Transaction Name
AdminOther	CAD Incident Inquiry
Person	CAD Person Inquiry
Article	CAD Property Inquiry
Vehicle	CAD Vehicle Inquiry
Gun	CAD Weapon Inquiry
Vehicle	Query Tow Request
Person	Query BOLO Person
Vehicle	Query BOLO Vehicle

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Provider: Records Enterprise

Standard Records Enterprise Transactions:

Category	Transaction Name
AdminOther	Free Form
Gun	Gun Inquiry
Vehicle	Vehicle Inquiry
AdminOther	Location Inquiry
Person	Person Inquiry
Article	Property Inquiry

Provider: ONESolution RMS

Standard ONESolution RMS Transactions:

Category	Transaction Name
Vehicle	Vehicle Inquiry
Person	Person Inquiry

Provider: State Justice Switch (TEXAS)

Standard State Justice Switch Transactions (State/NLETS/NCIC transactions)

For new State implementations where CentralSquare has not yet developed standard transactions, the Client is responsible for providing State documentation for review by CentralSquare Product Management to identify standard state transactions.

The following responses are supported for parsing local Person and Vehicle state transactions. Parsing of returns is applicable if Client is using Records Enterprise and transactions are already defined.

None of queries below include record entry, modification, or update (Cancel, Clear, Locate) transactions. This functionality is available only if CentralSquare develops the query as part of the Contract or at additional cost via Change Order. The Custom State Justice Switch Transactions section below contains any custom Transactions for this Contract.

Message Key	Transaction Name
NDN	Nics Denial Notification
NDO	Nics Denial Overturned Notification
QDP	Nics Denied Person Inquiry By Agency Record Identifier

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QDP	Nics Denied Person Inquiry By Nics Record Number
QND	Nics Denied Person Inquiry By Name
QND	Nics Denied Person Inquiry By NCIC Number
QND	Nics Denied Person Inquiry By NTN Number
QNP	Nics Initial Inquiry
QNR	Nics Follow Up Inquiry By DCI Number
QNR	Nics Follow Up Inquiry By FBI Number
QNR	Nics Follow Up Inquiry By NCIC Number
QNR	Nics Follow Up Inquiry By NICS Record Index Number
QNR	Nics Follow Up Inquiry By NICS Transaction Number
XAA	Group Article Cancel
XA	Single Article Cancel
XLAA	Group Article Cancel – Lost
XLA	Single Article Cancel – Lost
XGMN	Gang Supplemental Cancel
XGM	Gang Cancel
XFG	Felony Gun Cancel
XG	Stolen Gun Cancel
XLG	Lost Gun Cancel
XRG	Recovered Gun Cancel
XID	Identity Theft Cancel
XIN	Identity Theft Supplemental Cancel
XII	Investigative Interest Cancel
XMPN	Person With Information Supplemental Cancel
XMP	Person With Information Cancel
XSS	Serialized Securities Cancel
XS	Single Security Cancel
XB	Stolen Boat Cancel
XCNS	Stolen Fraudulent Identifiers Cancel
XCN	Supervised Release Supplemental Cancel
XC	Supervised Release Cancel
CAA	Group Article Clear
CA	Single Article Clear
CLAA	Group Article Clear - Lost
CLA	Single Article Clear - Lost

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CRBD	Benefits And Effectiveness After Clear - Person
CRBD	Benefits And Effectiveness After Clear - Property
CFG	Felony Gun Clear
CG	Stolen Gun Clear
CLG	Lost Gun Clear
CRG	Recovered Gun Clear
CL	Stolen License Plate Clear
CM	Missing Person Clear
CSS	Serialized Security Clear
CS	Single Security Clear
CB	Stolen Boat Clear
CC	Supervised Release Clear
CV	Vehicle Clear
EAA	Group Article Entry
EA	Single Article Entry
ELAA	Group Article Entry - Lost
ELA	Single Article Entry - Lost
EGMN	Gang Supplemental Entry
EGM	Gang Entry
EIDC	Identity Theft C Entry
EID	Identity Theft Entry
EIN	Identity Theft Supplemental Entry
EB	Stolen Boat Entry
EII	Investigative Interest Entry
ED	Missing Person Dental Information Entry
EMPN	Person With Information Supplemental Entry
EMP	Person With Information Entry
ECNS	Stolen Fraudulent Identifiers Entry
ECN	Supervised Release Supplemental Entry
EC-C	Supervised Release Entry - C
EC	Supervised Release Entry
ED	Wanted Person Dental Information Entry
LAA	Group Article Locate
LLAA	Group Article Locate - Lost
LLA	Single Article Locate - Lost

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LRBD	Benefits And Effectiveness After Locate - Person
LRBD	Benefits And Effectiveness After Locate - Property
LB	Stolen Boat Locate
LFG	Felony Gun Locate
LLG	Lost Gun Locate
LSS	All Securities In A Group Locate
LSS	One Or More Not All Securities In A Group Locate
MAA	Group Article Modify
MLAA	Group Article Modify - Lost
MLA	Single Article Modify - Lost
ELGP	Lost Gun Entry - Hold For Latents
ERGP	Recovered Gun Entry - Hold For Latents
EFGP	Felony Gun Entry - Hold For Latents
EFG	Felony Gun Entry
ERG	Recovered Gun Entry
ELG	Lost Gun Entry
EG-P	Stolen Gun Entry - Hold For Latents
EG	Stolen Gun Entry
EL	Stolen License Plate Entry
ESS	Serialized Security Entry
ES	Single Security Entry
EN	Wanted Person Supplemental Record Entry
LA	Single Article Locate
LG	Stolen Gun Locate
LL	Stolen License Plate Locate
LSS	Serialized Security Locate
LS	Single Security Locate
MA	Single Article Modify
MGM	Gang Modify
MFG	Felony Gun Modify
MLG	Lost Gun Modify
MRG	Recovered Gun Modify
MG	Stolen Gun Modify
MID	Identity Theft Modify
ML	Stolen License Plate Modify

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MD	Missing Person Dental Information Modify
MMP	Person With Information Modify
MSS	Serialized Security Modify
MS	Single Security Modify
MB	Stolen Boat Modify
MC	Supervised Release Modify
MD	Wanted Person Dental Information Modify
AQ	Criminal History Admin Inquiry
FQ	Criminal History Follow Up Inquiry
IQ	Criminal History Initial Inquiry
QGG	Gang Reference Inquiry
QI	One Crime Inquiry
QID	Identity Theft Inquiry
QMNI	Criminal History Master Name Index Inquiry
QO	ORI Details Inquiry
QRI	Criminal History By FBI Inquiry
ZO	ORI Name Inquiry
QU	Unidentified Person Inquiry
QM	Missing Person Inquiry
ZU	Unidentified Person Inquiry (Test)
ZM	Missing Person Inquiry (Test)
AR	Out Of State Criminal History Response
QPO	Protection Order Inquiry
ZWA	Wanted Person Inquiry - All (Test)
ZW	Wanted Person Inquiry (Test)
ZV	Stolen or Felony Vehicle Inquiry (Test)
ZS	Single Security Inquiry (Test)
ZG	Gun Inquiry (Test)
ZB	Boat Inquiry (Test)
ZA	Single Article Inquiry (Test)
	Free Form NCIC Transaction
QWA	Wanted Person Inquiry - All
QA	Single Article Inquiry
QB	Boat Inquiry
QG	Gun Inquiry

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QH	III Criminal History Record Inquiry
QR	Full III Criminal History Record Inquiry
QS	Single Security Inquiry
QV	Stolen or Felony Vehicle Inquiry
QW	Wanted Person Inquiry
QGM	Gang Member Inquiry
QWI	Wanted Person Inquiry - III
QII	Image Inquiry
	OFML Free Form Transaction
ACQ	Nlets Prism Carrier Status Inquiry
AVQ	Nlets Prism Vehicle Status Inquiry
CPQ	Nlets Corrections Photo By Corrections Number Inquiry
CPQ	Nlets Corrections Photo By Name and DOB Inquiry
CPQ	Nlets Corrections Photo By OLN Inquiry
CPQ	Nlets Corrections Photo By SID Number Inquiry
CPQ	Nlets Corrections Photo By SSN Inquiry
FGQ	Nlets Interpol Gun Follow-Up Inquiry
FPQ	NLETS Interpol Persons Follow-Up Inquiry
FQC	Nlets International Fuel Tax Transaction Inquiry
FTQ	Nlets Interpol Travel Documents Follow-Up Inquiry
FVQ	Nlets Interpol Vehicle Follow-Up Inquiry
GVQ	Nlets VIN Check Inquiry
IGQ	Nlets Interpol Gun Initial Inquiry
IPQ	Nlets Interpol Person Initial Inquiry
ITQ	Nlets Interpol Travel Documents Initial Inquiry
IVQ	Nlets Interpol Vehicle Initial Inquiry
JQ	Query Aircraft Tracking
LQ	Stolen Vehicle Recovery Network Notification - TCIC
CAQ	NLETS Canadian Article File Query
PAQ	Nlets Person Probation/Corrections/Parole all Inquiry
PBQ	Nlets Person Probation Inquiry
PCQ	Nlets Person Corrections Inquiry
RCQ	Nlets Railroad Crossing Inquiry
SOQ	Nlets Sex Offender Inquiry
CPQ	Nlets Corrections Photo By FBI Number Inquiry

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SWQ	Nlets State Warrant By FBI Number Inquiry
SWQ	Nlets State Warrant By Misc Number Inquiry
SWQ	Nlets State Warrant By Name and DOB Inquiry
SWQ	Nlets State Warrant By OLN Inquiry
SWQ	Nlets State Warrant By SSN Inquiry
YQPO	NLETS Hit Confirmation Request For Protective Order
YQSA	NLETS Hit Confirmation Request For Stolen Article
YQMP	NLETS Hit Confirmation Request For Missing Person
YQWP	NLETS Hit Confirmation Request For Wanted Person
YQSL	NLETS Hit Confirmation Request For Stolen License Plate
YQSP	NLETS Hit Confirmation Request For Stolen Part
YQSV	NLETS Hit Confirmation Request For Stolen Or Felony Vehicle
YQSB	NLETS Hit Confirmation Request For Stolen Boat
YRSA	NLETS Hit Confirmation Response For Stolen Article
YRSB	NLETS Hit Confirmation Response For Stolen Boat
YRSG	NLETS Hit Confirmation Response For Stolen Gun
YRSL	NLETS Hit Confirmation Response For Stolen License Plate
YRSP	NLETS Hit Confirmation Response For Stolen Part
YRSV	NLETS Hit Confirmation Response For Stolen Or Felony Vehicle
YRWP	NLETS Hit Confirmation Response For Wanted Person
IAQ	NLETS Immigration Alien Query
CWQ	NLETS Concealed Weapons Permit Query
FQ	NLETS Full Criminal History Query
IQ	NLETS Criminal History Identity Query
GQ	Query Aircraft Registration
	Free Form NLETS Transaction
LEOFA	Law Enforcement Officer Flying Armed NLETS Message
VQ	NLETS Canadian Vehicle File Query
WQ	NLETS Canadian Person File Query
XQ	NLETS Canadian Vehicle Registration Query
TQ	ORION File Query
MQ	Hazardous Materials Query
SQ	NLETS Snowmobile Registration Query
BQ	Query Boat Registration

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DNQ	NLETS Driver History Query By Name Only
DQG	NLETS Regional Driver Record Query
KQ	NLETS Driver History Query
RNQ	NLETS Vehicle Registration Query By Name Only
RQG	NLETS Regional Vehicle Registration Query
RQ	NLETS Vehicle Registration Query
UQ	NLETS Canadian Driver Record Query
QFA	Foster Home Address Inquiry
RZW	Regional Query Wanted (Test)
QR-T	Full III Criminal History Record Inquiry - TCIC Only
QV-T	Stolen or Felony Vehicle Inquiry - TCIC Only
QH-T	III Criminal History Record Inquiry - TCIC Only
RSDWW	TLETS Combination Inquiry By Drivers License
RSDW	TLETS Combination Inquiry
V	Basic Vehicle Registration Inquiry
VX	Basic Enhanced Vehicle Registration Inquiry
VINX	Complete Enhanced Vehicle Registration Inquiry
VIN	Complete Vehicle Registration Inquiry
DWI	Driver's License Inquiry With DWI Information
RDL	Regular Driver's License Inquiry
QW-X	Wanted Person Inquiry - Exact DOB Match
CPL	Complete Driver's License Inquiry
QW-T	Wanted Person Inquiry - TCIC Only

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Appendix E - Subcontractor Statement of Work

Subcontractor Statement(s) of Work provided as applicable to the project.

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Appendix G – CrimeView/FireView Analytics GIS Data and Application Specifications

GIS Data Specifications

Client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:

- 1) Boundaries and jurisdictions such as beats and reporting districts.
- 2) Landmark information such as schools, parks, and other locations of interest.
- 3) Geocoding Reference Data
- 4) Client is responsible for providing accurate Geocoding Reference Data in a GIS format that can be used to generate a geocoding service. Reference data may consist of street centerlines, address points, parcels, points of interest, or other GIS features referenceable in the data to be geocoded.

Application Specifications

- 1) Data History
 - a. The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset.
- 2) Widgets
 - a. Each widget presents data based on the query/selection configured for it by the agency.
 - b. Widgets can be added, deleted, and modified by administrator or designer users and are updated automatically up to four times per day.
 - c. A total of 400 widgets are licensed with the Dashboard, and more may be added at an additional cost.
- 3) Symbology
 - a. All applications include standard CentralSquare symbology for each data source.
- 4) Users
 - a. Two user types will be provided in order to utilize and administer the application:
 - i. Three (3) Designer logins for purposes of creating new content and managing user logins.
 - ii. Unlimited End User logins for purposes of viewing content and creating queries on demand.

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Appendix J – CentralSquare Connectivity to Enterprise On-Premise systems

Policy

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

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Appendix Y – Workshop and Training Summary

Training/Go-Live Deliverable	Quantity	Training(s)/Workshop(s) Included	Max # of Attendees	Remote/Onsite
CAD Enterprise Orientation, Review & CodeFile Course (ORCA)	1	Four (4) day workshop	12	Onsite
GISLink Utility Training	1	Three (3) day workshop	3	Onsite
CAD Enterprise Response Plan Workshop	1	Three (3) day workshop	12	Onsite
CAD Enterprise Validation & Readiness Workshop	1	Three (3) day workshop	12	Onsite
CAD Enterprise Call Taker/Dispatcher User Training	3	Two (2) day training classes	12	Onsite
CAD Enterprise Dispatch Supervisor Training	1	Four (4) day training class	12	Onsite
CAD Enterprise Onsite Go-Live Support Services	1	Three (3) day Go-Live Support – 2 CentralSquare Consultants per 12-hour shift, 2 shifts per day	--	Onsite
CAD Enterprise Post Go-Live Optimization and Advance Configuration Workshop	1	Three (3) day workshop	12	Onsite
Mobile Enterprise Administration Configuration Training	2	Two (2) day Training Class	3	Onsite
Mobile Enterprise Train-the-Trainer/End User Training	12	Four (4) hour training class (Classes must be completed over the course of two weeks)	10	Onsite
CrimeView/FireView Analytics Administrator/Designer Training	1	Six (6) hour training class	12	Remote
CrimeView/FireView Analytics Train-the-Trainer	1	Two (2) hour training class	15	Remote
Records Enterprise Administration and Review Training	1	Three (3) day workshop	12	Onsite
Records Enterprise Workshop #1 – Incident, Arrest, and Case Management	1	Three (3) day workshop	12	Onsite
Records Enterprise Workshop #2 - Crash, Citation, Other Events, Field Interview	1	Three (3) day workshop	12	Onsite
Records Enterprise Workshop #3 – TBD	1	Three (3) day workshop	12	Onsite
Records Enterprise Workshop #4 – TBD	1	Three (3) day workshop	12	Onsite
Records Enterprise Output Designer Workshop	1	Three (3) day workshop	5	Onsite

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Records Enterprise Report Writing Training	1	Three (3) day workshop	12	Onsite
Records Enterprise Validation & Readiness Workshop	1	Three (3) day workshop	12	Onsite
Records Enterprise End User Training – Patrol/Field Personnel/Investigations	10	Two (2) day training class	12	Onsite
Records Enterprise End User Training – Records Personnel & State Reporting	1	Two (2) day training class	12	Onsite
Records Enterprise End User Training - Property and Evidence	1	Two (2) day training class	12	Onsite (if completed same week as Records Training)
Records Enterprise End User Training - Warrants Training	2	Two (2) day training class	12	Onsite
Records Enterprise Onsite Go-Live Support Services	1	Three (3) day Go-Live Support – 1 CentralSquare Consultants per 8-hour day	--	Onsite
Records Enterprise Post Go-Live System Optimization Workshop	1	Three (3) day workshop	12	Onsite
Police-to-Citizen Training	1	One (1) day training class	12	Remote
CAD Enterprise Initial Discovery, Configuration: Workshop #1: Kick-Off, SMS & Questionnaire (one hour all agencies need to attend the workshop) Workshop #2: Code-Mapping (one hour, all agencies need to attend the workshop)	1	One (1) hour workshop	12	Remote
CAD-to-CAD Hub Portal Console and Administrator Training (all agencies need to attend this training session)	1	Two (2) hours training	TBD	Remote
CAD-to-CAD Go-Live Support Services	1	Day 1 and Day 2: Remote Go-Live Support – one (1) Consultant (trainer), eight (8) hours each day. Day 3: Remote Go-Live Support – one (1) Consultant (trainer), four (4) hours.	--	Remote

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Appendix Z – Data Conversions

CentralSquare CAD Enterprise Data Conversion

Data Conversion Overview

Data conversion is the implementation process of moving data from a legacy system or data files into your CentralSquare software product. Data conversion is a highly collaborative process between Client and CentralSquare Technologies.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

CentralSquare will implement a structured methodology for CAD Enterprise data conversion. Client is responsible for providing CentralSquare with extracted data in a format that can be used by CentralSquare for import. Formats suitable for import into can include Excel, MDB, CSV, and ODBC access from MS SQL; however, the specific format to be used for this Project should be reviewed between the respective CentralSquare and Client teams.

The conversion of prior CAD data is a process that involves several steps. CentralSquare develops a data conversion plan to Client detailing the data mapping between the legacy System and CentralSquare CAD Enterprise. During this phase of work, CentralSquare will work closely with the appropriate individuals from Client to map each data element in each legacy application to the appropriate target data element in the CAD Enterprise databases and reflect this information in the data conversion plan.

Generally, there is an initial conversion to bring the data set close to Go-Live, a second conversion just before Go-Live and a last conversion after Go-Live. Each step does not involve a re-conversion of previously converted data. These steps do not include ongoing maintenance of imported data. If the legacy data elements have a relevant counterpart in the target CAD Enterprise databases, CentralSquare can map the data and import it into the CAD Enterprise database structure.

Conversion of Premise and Caution notes can be performed independent from the Prior Incident data. A small sub-set of the data will be initially converted and loaded to validate the process. Upon completion of this test, the Premise and Caution notes data will be converted and imported to the system close to Go-Live, as a onetime process. Additions to Premises and Caution notes in the old system, between the time of data conversion and Go-Live will require manually entry by Client to the new system.

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It is imperative that a member of Client's staff be available to support the data conversion effort. Many operational questions will arise that depend on the data and operational expertise of Client's staff.

This process is considered complete once the last set of data has been converted for the new CAD Enterprise system. The client is responsible for the validation of the data.

Due to the need for specific knowledge of Client's area, the geo validation process for the converted data is the responsibility of Client.

Note: Legacy data conversion will not include conversion of attachments to Premises or Historical Incidents into CentralSquare databases.

Data Conversion Modules

Modules for conversion are defined in the Sales Order and this Scope Appendix:
 Agency 1: Burleson Police/Fire, Source Vendor: ONESolution CAD

Module to be Converted	Definition of Module
Premise and Caution Notes	CAD Premise Info and Caution Notes
Incidents	Two (2) years of historical incident data
Additional Incidents	N/A

Data Conversion Process

The Data Conversion process is the work that drives the configuration and implementation process. Below are the significant tasks included in this project:

Major Task	Description
Schedule	CentralSquare and Client will schedule the Data Conversion Tasks as part of the overall Project Schedule. CentralSquare CAD GIS training and build out of CAD Code Tables are pre-requisites to any conversion mapping exercise.
Extraction	Client will extract sample data in a format compatible with conversion and provide to CentralSquare
Configuration Documentation	CentralSquare will provide a configuration document to Client for the Incident Data Conversion Plan.
Review	An in-depth review between CentralSquare and Client SME will be held. This meeting will be recorded, and Client should be prepared to operate within the UI of the old system to provide examples and context
Setup	CentralSquare will configure servers and systems needed for the Data Conversion.
Premise and Caution Note Sample Conversion	A Small Premise and Caution Note conversion sample will be run to validate the mapping and the conversion process.
Review and Validation	A second in-depth review between CentralSquare and Client SME will be held to review changes to the Incident Data Conversion Plan and validate Premise and Caution sample data.

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Bulk Incident Data Conversion	CentralSquare will bulk convert data into Client's Pre-production Archive system approximately two months prior to Go-Live.
Premise and Caution Note Conversion	Approximately one month prior to Go-Live the Premise and Caution Note conversion is run into Client's pre-production system. From this time onward Client must maintain Premise and Caution notes in their existing Production System and the CentralSquare Pre-Production system
Sign Off	Client Signs off on Data Conversion
Go-Live	The Final extraction of Incident data and the final Incident delta Data Conversion is run as part of the Go-Live
Final Sign Off	Client signs off on the Final Data conversion

CentralSquare Responsibilities

- a) Work with Client to identify, document and implement a comprehensive data conversion.
- b) Advise on possible conversion options.
- c) Advise on project milestone dates and Client expectations.
- d) Provide training for Client on using CentralSquare data mapping tools.
- e) Work with Client to limit the number of Go-Live conversion events.
- f) Perform one or more sample conversions.
- g) Provide training for Client on validating the data conversion for completeness and accuracy.
- h) Convert legacy data into corresponding elements in the CentralSquare system. (Modifications to the CentralSquare system or database for the purposes of data conversion will be limited or unavailable).
- i) Perform final delivery of data conversion.

Client Responsibilities

- a) Provide subject matter experts to complete data conversion tasks, including providing expertise in third-party data architecture, providing business processing logic for addressing data conversion and identifying and scheduling appropriate personnel to attend training.
- b) Provide data dumps in the prescribed format within thirty (30) days of Agreement signing.
- c) Provide routine data dumps throughout the implementation process.
- d) If needed, provide a temporary workstation for data conversion personnel.
- e) If needed, provide UI access to the legacy system or test system for data conversion personnel.
- f) Ensure the legacy data is "conversion ready," meaning it is clean (duplicates, typos, missing information, etc. have been corrected).
- g) Provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and the CentralSquare database(s).

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-
- h) Configure code values outside the scope of the data conversion process.
 - i) Take responsibility for costs assessed by the legacy system or any other third-party for performing the data extraction as described.
 - j) Configure code value and complete code value data mapping prior to data conversion processing.
 - k) Use provided tools to translate (map) code values between your legacy system and the CentralSquare system.
 - l) Manual adjustments by Client may be required on converted data to make it eligible for state submissions, reports, or to align with new workflow processes.
 - m) Perform manual back entry of data saved after the final data cut if necessary.
 - n) Perform data validation. Validate data converted is both complete and accurate. Report discrepancies during the implementation process. (System downtime may be required to complete the data conversion process).
 - o) Use provided tools to report data conversion issues.
 - p) Provide sign-off of the converted data in a non-production environment.
 - q) Provide sign-off of the converted data set into the production environment.

CentralSquare Records Enterprise Data Conversion

Data Conversion Overview

Data conversion is the implementation process of moving data from a legacy system or data files into your CentralSquare software product. Data conversion is a highly collaborative process between Client and CentralSquare Technologies.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

The customer shall provide unencrypted data for conversion in one of the following compatible formats:

- a) MS SQL .bak files with database version and credential information
- b) MySQL .dump or .SQL files with database version and credential information
- c) PostgreSQL .SQL files with database version and credential information
- d) MS Access 2003 or newer .mdb files
- e) CSV files with column headers and relationship mapping documentation
- f) Oracle 10g or newer backup files

No images, objects or attachments will be converted as part of this conversion unless explicitly purchased.

Master Location GEO Validation is not included in the conversion.

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All data conversion related fields must be finalized (for all agencies) within the Default Summary Templates prior to data conversion initiation. Changes to data conversion fields after the sign off of the Default Summary Templates may involve a Change Order.

For multi-agency conversions, it is assumed that the default summary templates built for the converted modules are used across all agencies. If agencies wish to customize the templates on a per-agency basis, then per-agency scope for Data Conversion will need to be scoped.

In the Data Conversion Modules section several modules are referenced as being conversions of Summaries Only. A Summary is an aggregate all of the individual reports merged together. The individual reports are not converted into individual reports in Records.

Records Enterprise Templates (UI Forms) are a flexible design. Where no directly corresponding default element exists in Records Enterprise, the Template may be modified (or a new Template created for a module which does not exist) in order to accommodate the data. Some legacy data elements may also be stored in a narrative if desired.

If Client desires any modification to their original data in order to include it in a Records Enterprise record, they must fully document the transformation process used. All transformations so supplied must be able to be implemented via repeatable scripts vs. “human-interpretive” processes, or scripts requiring multiple passes or complicated parsing. These include but are not limited to names and addresses.

The CentralSquare data conversion team will not perform any data cleanup, master name merging, or redact information during the conversion process. Any data cleanup must be performed by the Agency either before or after the data conversion process.

The Agency should complete all state reporting on data entered into the legacy system prior to the final extract for the go-live run. All data manually entered into the Records Enterprise system after go-live can be reported to the state using the new Enterprise RMS system.

A conversion of legacy data into Records Enterprise does not entail any UCR to NIBRS conversion. CentralSquare Technologies will provide a Data Conversion Specifications document prior to executing the data conversions. The Specifications document is a written plan for the conversion of the data, detailing source and target elements. This must be approved by the Client and CentralSquare and signed as part of a TCR in order to proceed with coding and iterations of data conversion.

CentralSquare Data Conversion personnel will train the Client in the use of the Records Enterprise system, and the use of tools for reporting Data conversion issues. The client is responsible for data review of the converted data.

Timely review and issue logging is critical to the timeline of the Data Conversion, and the project as a whole. Review and issue reporting per iteration must be completed within three weeks of hand off of the converted data to the Client. Appropriate personnel should be budgeted for and made available to carry out this task. If a longer review turnaround interval is needed this will need to be contracted for, Either in this agreement or as a Change Order.

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The scope for the conversion includes three iterations of the conversion, plus a final conversion at go live. If further iterations are needed these can be added with a Change Order. An iteration is defined as a conversion of all modules per data source.

The Records Enterprise Data Conversion line items in the Agreement support a single data source. Additional sources can be added either as separate sources, or as separate modules (such as standalone Property and Evidence Systems). This breakdown is detailed on the Data Conversion Modules section below.

Other Events conversions cover up to twenty-five fields to be converted into the Other Event Template. The Other Event Template may contain more than twenty-five fields in total, but the number of converted fields is not to exceed twenty-five. Additional fields can be added to an Other Event module conversion as a custom scope and will be documented in the Modules breakdown below.

Data Conversion Modules

Modules for conversion are defined in the Sales Order and this Scope Appendix:

Agency 1: Burleson Police, Source Vendor 1: ONESolution RMS

Module to be Converted	Definition of Module
Number of years to convert: 5 years	
Masters	Master Person, Address, Property and Vehicle tables– only person, address, property and vehicle information associated to incident records are converted. Exception, all Master Person records with mugshot/image to be converted regardless of associated modules and number of years.
Cases	Case Summaries Only
Incidents	Incident Summaries Only
Arrests	Arrest Module
Warrants	Warrants Module
Attachments/Document Management	Document Management System
Mugshots	Mugshot Data. All Master Person records with mugshot/image to be converted regardless of associated modules and number of years.

Data Conversion Process

The Data Conversion process is the work that drives the configuration and implementation process. Below are the significant tasks included in this project:

Major Task	Description
Schedule	CentralSquare and Client will schedule the Data Conversion Tasks as part of the overall Project Schedule. Code Tables, configurations and Templates must be built as part of the overall Project Schedule as a Pre-requisite for Data conversion iterations to begin

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Data Delivery	Client will provide data in a format compatible with conversion and provide to CentralSquare. For CentralSquare source products CentralSquare will provide the extraction from the legacy format into CentralSquare's schema.
Setup	CentralSquare will configure servers and systems needed for the Data Conversion including the staging template database. CentralSquare must have a copy of the legacy database prior to this step to ensure enough space and memory is assigned to the server to avoid issues during the conversion process.
Template Finalization	Agency to finalize all data conversion related fields within each of their default summary templates in Records Enterprise. The agency signs the Template sign-off TCR.
System Walk Through	An in-depth review between CentralSquare and Client SME will be held. This meeting may be recorded, and Client should be prepared to operate within the UI of the old system, or within the schema, to provide examples and context. A Data Conversion Coordinator will draft the Data Conversion Specifications Document. CentralSquare and the client sign the Data Conversion Specification document TCR confirming that the Data Conversion Coordinator has covered all the data conversion related fields. The specification document must be signed before CentralSquare can proceed with coding.
Data Conversion Development	Using the Data Conversion Specifications Document CentralSquare Engineers will map the data to the target format and develop scripts to fulfill the Data conversion Specifications Document.
Code Table Mapping	CentralSquare will provide guidance on the Code Table Mapping Tool. Client will Map Code Table data using the tool.
Data Conversion Iterations	CentralSquare will convert data into Client's system which has been dedicated for Data Conversion Testing. This is an iterative process and may involve new extracts and a refresh from the current Pre-Production system into the Data conversion system and a purge of data from the Data Conversion target system.
Review and Validation	Client will review data conversion and provide feedback via designated CentralSquare tools. This is an iterative process.
Sign Off	Client Signs off on acceptance with the Data Conversion Verification Document.
Go-Live	The Final Data Conversion is re-run as part of the Go-Live
Final Sign Off	Client signs off on the Go-Live.

CentralSquare Responsibilities

- a) Work with Client to identify, document and implement a comprehensive data conversion.
- b) Advise on possible conversion options.
- c) Advise on project milestone dates and Client expectations.
- d) Provide training for Client on using CentralSquare data mapping tools.
- e) Work with Client to limit the number of Go-Live conversion events.
- f) Perform one or more sample conversions.
- g) Provide training for Client on validating the data conversion for completeness and accuracy.

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-
- h) Convert legacy data into corresponding elements in the CentralSquare system. (CentralSquare has a flexible approach to the design of Templates which allows the Client to create templates and elements to convert data into. Modifications to the CentralSquare Records Enterprise code or database schema for the purposes of data conversion will be unavailable).
 - i) Perform final delivery of data conversion.

Client Responsibilities

- a) Provide subject matter experts to complete data conversion tasks, including providing expertise in source system data architecture, providing business processing logic for addressing data conversion and identifying and scheduling appropriate personnel to attend training.
- b) Provide data dumps in the prescribed format within thirty (30) days of Agreement signing.
- c) Provide routine data dumps throughout the implementation process.
- d) If needed, provide a temporary workstation for data conversion personnel.
- e) If needed, provide UI access to the legacy system or test system for data conversion personnel.
- f) Provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and the CentralSquare database(s)
- g) Configure code values outside the scope of the data conversion process.
- h) Take responsibility for costs assessed by the legacy system or any other third-party for providing the data dumps.
- i) Configure code values and complete code value data mapping prior to data conversion processing.
- j) Use provided tools to translate (map) code values between your legacy system and the CentralSquare system.
- l) Perform manual back entry of legacy system data saved after the final data cut if necessary.
- m) Provide sign-off of the Data Conversion Plan.
- n) Perform data validation. Validate data converted is both complete and accurate. Report discrepancies during the implementation process. (System downtime may be required to complete the data conversion process).
- o) Use provided tools to report data conversion issues.
- p) Provide sign-off of the converted data in a non-production environment.
- q) Provide sign-off of the converted data set into the production environment.

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EXHIBIT 5
Using/Accessing Agency Guidelines (if applicable)

The following agencies are authorized to use the Customer's system in the quantities specified in Exhibit 1. Customer acknowledges and agrees to be responsible for these authorized agencies use of the System and to bind each authorized agency to all terms of the Agreement as reasonably applicable. In the event of breach, or threatened breach of the provisions of the Agreement, Supplier has no adequate contractual remedy with the Authorized agencies and accordingly shall be entitled to pursue remedy direct from the Customer. The Customer shall be the point of contact for each of these authorized agencies in the event that support services are required or requested by said authorized agency. Customer agrees to be responsible for all payment obligations incurred by any authorized agency inclusive of support and any additional purchases under the Change Order/Amendment processes as described in the Agreement.

Exhibit 6

CentralSquare Access Management Policy

In order to provide secure, CJIS compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the FBI CJIS requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink meet the security requirements required for Remote Access under the FBI CJIS Security Policy.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump client. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump clients are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump client can be active or passive. An active jump client is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump client.

The jump client resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump clients can be provided upon request. A sample workflow of a passive jump client is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump client. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump client.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump client methodology, SecureLink may also be utilized via “gatekeeper”. The sample workflow description for a jump client provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer’s network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

For any additional information, please do not hesitate to reach out to CentralSquare.

Exhibit 7
Sample Documents for C2C

SAMPLE

Sample Unify Itemized Checklist

About	This checklist is the framework for acceptance testing with very brief descriptions and steps for each test to make the content more easily fit into a small space.
Approach	<p>This testing is meant to reflect only your CAD system as much as possible. As such, we will not be documenting how the third party system sends or accepts messages from your system. This will be covered in the documentation for that system. When multiple end-to-end systems are tested simultaneously, results will need to be added to multiple testing documents, one for each system.</p> <p>To be as concise as possible, the testing documents are organized such that early tests and tests that may come much later are listed on the same sheet. Each testing column is listed as round 1, 2, or 3 in order to better clarify when the testing is expected to occur.</p>
Testing Rounds	
Round 1	Standard tests to ensure that data is successfully sent FROM your CAD system TO the CAD-to-CAD.Hub.
Round 2	Standard tests to ensure that data is successfully sent from CAD-to-CAD.Hub TO your CAD system. These tests are more involved and require call sharing interactions with a third system.
Round 3	Tests to ensure your specific configurations are in place and functioning correctly. These include unit requests, automated comments, call sharing mechanisms, and other functions.
Tabs and Definitions	
Call Creation	Steps to create calls and perform normal functions without a unit assigned.
Call Fields	Fields that will be verified and documented for sharing to CAD-to-CAD.Hub and receiving from CAD-to-CAD.Hub.
Unit Status	Basic steps to update unit statuses.
Unit Fields	Fields that will be verified and documented for sharing to CAD-to-CAD.Hub and receiving from CAD-to-CAD.Hub.
Unit Requests	Requests for specific units from various agencies.
Configuration Testing	Basic configurations for additional information on shared calls such as automated comments and error handling.
CallSharingScenarios	These contain addresses, natures, and call sharing methods that are expected to be functional for go-live.
Functional Tests	This is a generic example of call sharing tests in a more detailed format.
Documentation Key	
Date	If a date is listed in a field, that denotes the day the test successfully passed.
N/A	This test is not applicable to this configuration
Notes	Notes are added to identify how a test has been observed and what the expected behavior is.
Additional columns	Additional columns may optionally be added to display results from each testing session. This differs from the notes in that these may contain errors noticed and action items to resolve the errors.
Repetitions	Each test may be iterated with various addresses, codes, or ordering of steps. These notes are added by the customer so that test may be repeated with the documented values.
* Fields	Call fields and Unit fields have * or ** to show if a field is generally required. There is flexibility in this in that requirements depend on your specific needs and use cases.
Steps for Testing	Various steps will be repeated throughout, the application of which depend on your CAD system. In general the following apply.
Create a call	Create a call in your CAD system and complete it to the point that it is shared with the CAD-to-CAD.Hub. When a call is shared with you, the call will be created in an external CAD and then shared through CAD-to-CAD.Hub .
Add Comments	Comments are referred to as remarks, narrative, or notes in other CAD systems. Some CAD systems have a separate method for adding a general note about a call, versus streaming updates about that call. Furthermore, there are system notes added by the CAD itself. All notes are referred to here.
Dispatch Unit	Assigning a responding unit to a call.

#	Category	Call Fields (* denotes required or strongly recommended)	Round 1: Updates Sent to Hub	Round 2: Received from CAD-to-CAD.Hub	Round 2: Received Updates from CAD-to-CAD.Hub	Notes
1	Call	Agency*	N/A	N/A	N/A	
2	Call	CallNumber*	N/A	N/A	N/A	
3	Call	CallFamilyID or ParentID* (if applicable)	N/A	N/A	N/A	
4	Call	Discipline / Call Type*	N/A	N/A	N/A	
5	Call	Nature*				
6	Call	RadioChannel*				
7	Call	Priority	N/A	N/A	N/A	
8	Call	Comments* (Initial, Updates, Extended)				
9	Call	IsOpen*	N/A	N/A	N/A	
10	Caller	CallerName				
11	Caller	CallerAddress				
12	Caller	CallerPhone				
13	Location	Address*				
14	Location	ApartmentNumber*				
15	Location	BuildingNumber*				
16	Location	City*				
17	Location	CrossStreet*				
18	Location	Location or Common Location*				
19	Location	MileMarker*				
20	Location	State	N/A	N/A	N/A	
21	Location	Zone / Response Area	N/A	N/A	N/A	
22	Location	Latitude*	N/A	N/A	N/A	
23	Location	Longitude*	N/A	N/A	N/A	
24	Timestamp	TimeCreated*	N/A	N/A	N/A	
25	Timestamp	TimeClosed*	N/A	N/A	N/A	
26	Timestamp	TimeReopened	N/A	N/A	N/A	
27	Call	DispatchCenter				
28	Call	AlarmLevel	N/A	N/A	N/A	
29	Call	State	N/A	N/A	N/A	
30	Caller	PhoneType	N/A	N/A	N/A	
31	Caller	Alternate Contact	N/A	N/A	N/A	
32	Dispatcher	CallTakerId	N/A	N/A	N/A	
33	Dispatcher	CallTakerName	N/A	N/A	N/A	
34	Dispatcher	CallTakerWorkstationId	N/A	N/A	N/A	
35	Dispatcher	AcknowledgedById	N/A	N/A	N/A	
36	Dispatcher	AcknowledgedByName	N/A	N/A	N/A	
37	Dispatcher	AcknowledgeByWorkstationId	N/A	N/A	N/A	
38	Location	LocationHazard				
39	Location	LocationNote				
40	Location	NearestIntersection				
41	Location	Zip	N/A	N/A	N/A	
42	Other	ANI	N/A	N/A	N/A	
43	Other	ALI	N/A	N/A	N/A	
44	Timestamp	TimeHumanAcknowledged	N/A	N/A	N/A	
45	Timestamp	TimeIncident	N/A	N/A	N/A	

Key	
1/1/2019	Green for Dates indicating that this successfully passed.
Not Needed	Light grey - any other field beginning with 'Not' with the intent that testing is not completely applicable for various reasons.
Not Supported	
Needs work	Everything else indicates that something did not pass. Notes are contained in the field.
N/A	N/A indicates that this test is not applicable.

#	Category	Unit Fields (* denotes required or strongly recommended)	Round 1: Sent to Hub for Owned Units	Round 1: Sent for External Units (for controlling external units if applicable)	Round 2: Received for External Units	Round 2: Received for Owned Units (for external control of your units)	Notes
1	Unit	Agency*					
2	Unit	UnitNumber*					
4	Unit	UniqueID*					
5	UnitCall	AssignedCallId*			N/A		
6	UnitCall	AssignedCallNumber			N/A		
3	Unit	Description			N/A		
7	UnitStatus	Status*					
8	UnitStatus	TransportDestination*					
9	UnitStatus	IsSignedOn					
10	UnitStatus	IsVirtual			N/A		
11	Timestamp	TimeAtStatus*			N/A		
12	UnitLocation	Zone					
13	UnitLocation	Location					
14	UnitLocation	Station					
15	AVL	Latitude*					
16	AVL	Longitude*					
17	AVL	Heading					
18	AVL	Speed					
19	Timestamp	TimeAtCoordinate*					

Key	
1/1/2019	Green for Dates indicating that this successfully passed.
Not Tested	Yellow for items specifically not tested.
Not Needed	Light grey - any other field beginning with 'Not' with the intent that testing is not completely applicable for various reasons.
Not Supported	
Needs work	Everything else indicates that something did not pass. Notes are contained in the field.
N/A	N/A indicates that this test is not applicable.

#	Test	Round 1: Sent to Hub	Round 1: Sent for External Units (for controlling external units if applicable-not typically used)	Round 2: Avail/Unav Received for External Units (including unshared calls)	Round 2: True Status Received for External Units on Shared Call	Round 2: Received for Owned Units (for controlling external units if applicable-not typically used)	Notes
A.1	Unit set Unavailable				N/A		
A.2	Unit set Available				N/A		
A.3	Repeat by dispatching unit to an UNSHARED call				N/A		
Single Unit							
B.1	Call created			N/A	N/A		
B.2	Single unit dispatched to call				N/A		
B.3	Single unit progressed through statuses			N/A			
B.4	Unit Transport Destination shared (if applicable)			N/A			
B.5	Single unit cleared			N/A			
B.6	Call closed			N/A	N/A		
Multiple units dispatch							
C.1	Call created						
C.2	Multiple units dispatched to call						
C.3	Multiple units progressed through statuses						
C.4	Multiple unit destinations shared (if applicable)						
C.5	Multiple unit cleared						
C.6	Call closed			N/A	N/A		
Unit reassignment (accidental clear)							
D.1	Call created			N/A	N/A		Optional (if applicable to CAD)
D.2	Unit assigned						Optional (if applicable to CAD)
D.3	Unit cleared						Optional (if applicable to CAD)
D.4	Same unit re-assigned						Optional (if applicable to CAD)
D.5	Unit cleared			N/A	N/A		Optional (if applicable to CAD)
Combined Calls tied to same parent ID							
E.1	Multiple calls created (if applicable)				N/A		Optional (if applicable to CAD)
E.2	Multiple units assigned						Optional (if applicable to CAD)
E.3	Multiple units progressed through statuses						Optional (if applicable to CAD)
E.4	Multiple units cleared (each call individually)						Optional (if applicable to CAD)
E.5	Call Closed				N/A		Optional (if applicable to CAD)

Repeat A & B above with these variations (where applicable):

Units
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Statuses
List all possible statuses
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Key	1/1/2019	Green for Dates indicating that this successfully passed.
Not Tested		Yellow for items specifically not tested.
Not Needed		Light grey - any other field beginning with 'Not' with the intent that testing is not completely applicable for various reasons.
Not Supported		
Needs work		Everything else indicates that something did not pass. Notes are contained in the field.
N/A		N/A indicates that this test is not applicable.

#	Test	Round 1: Sent to Hub	Round 2: Received from CAD-to- CAD.Hub	Notes
A.1	Create Call (choose address/nature from list)			
A.2	Update structured data			
A.3	Add Comments (choose add comment method)			
A.4	Close call (choose close call method)			
A.5	When sharing, test call sharing before and after comments added.			
Second call linked to "A" event.				
B.1	Create Call			
B.2	Spawn linked call (if applicable)			
B.3	Update structured data			
B.4	Add Comments to each call			
B.5	Close call (choose close call method)			
B.6	When sharing test sharing before and after linked call			
Merging a duplicate call				
C.1	Create Call			
C.2	Create Second Call			
C.3	Merge Calls (not supported for shared calls)			
C.4	Close Call			
C.5	When sharing test sharing before and after merge			
Call Share Tests				
D.1	Create Call			
D.2	Close Call			
D.3	Reopen Call (not supported for shared calls)			
D.4	Close Call			
D.5	Test share before and after reopen call			
D.6	Test close/reopen share behavior with both owned and external call			
Repeat A above with these variations designated by the customer:				
Address				Notes
1 Use a mix of addresses including various street types, cross streets, mile marker, apartments, buildings, location name, and in and out of jurisdiction.				
2 (Sample address that is either problematic or not)				
3 (Sample address that is either problematic or not)				
4				
5				
6				
7				
8				
9				
10				
Nature				
1 (Sample Nature that is either problematic or not)				
2 (Sample Nature that is either problematic or not)				
3 (Sample Nature that is either problematic or not)				
4				
5				
Call Close Method				
1 Cancel				
2 Close				
3 Designated by the Customer				
Call Close Dispositions				
1 Designated by the Customer				
2				
3				

Key

1/1/2019

Green for Dates indicating that this successfully passed.

Not Tested

Yellow for items specifically not tested.

Not Needed

Light grey - any other field beginning with 'Not' with the intent that testing is not completely applicable for various reasons.

Not Supported

Needs work

Everything else indicates that something did not pass. Notes are contained in the field.

N/A

N/A indicates that this test is not applicable.

#	To Dispatch Center	Address	Nature	Sharing Trigger	Notes
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

#	Test	Round 3: Configurations	Notes
A.1	Automated CAD-to-CAD.Hub comments received with incoming shared call		
A.2	Automated CAD-to-CAD.Hub comments received after outgoing shared call		
A.3	Automated CAD-to-CAD.Hub comments when external call closed		
A.4	Automated CAD-to-CAD.Hub comments when structured data is updated		
B.1	Unwanted incoming comments are blocked		
B.2	Unwanted outgoing comments are blocked		
C.1	External units display Avail/Unav status appropriately		
C.2	External units display true status appropriately		
C.3	Calls remain in pending queue until owned unit dispatched		
D.1	Disconnect messages displayed for external CAD systems		
D.2	Error messages from external CADs added to comments		
E.1	Share the call with AMR when agency=AMR.		

#	Test	Round 3: Sent to CAD B	Round 3: Received from CAD B	Notes
A.1	Create call			
A.2	Request external unit			
A.3	Unit is granted			
A.4	Observe status updates			
A.5	Unit is cleared			
A.6	Close calls			
A.7	Repeat for unit deny and other options			

Repeat A with these variations where applicable:
1 Unit Deny
2 Unit Request Cancelled
3

Key
1/1/2019
Not Tested
Not Needed
Not Supported
Needs work
N/A

Green for Dates indicating that this successfully passed.

Yellow for items specifically not tested.

Light grey - any other field beginning with 'Not' with the intent that testing is not completely applicable for various reasons.

Everything else indicates that something did not pass. Notes are contained in the field.

N/A indicates that this test is not applicable.

Test	Action/Expected Result Performed	3/25/2019
Testing Performed by:		
1. Connectivity Testing		
1.1	**Check for established bidirectional connection. TESTCAD - Is the TESTCAD Adapter running and is the Test CAD able to send and receive messages from CAD-to-CAD.Hub? TESTCAD - Are heartbeats being received from CAD-to-CAD.Hub? CAD-to-CAD.Hub - Does the "Test Connection" under System/Interfaces in Portal show success?	
1.2	**Check for established bidirectional connection. CAD-to-CAD.Hub - Is the CAD Simulator running and able to connect to CAD-to-CAD.Hub? CAD-to-CAD.Hub - Does the "Test Connection" under System/Interfaces in Portal show success?	
1.2	**Check for established bidirectional connection. CAD-to-CAD.Hub - Is the CAD Simulator running and able to connect to CAD-to-CAD.Hub? CAD-to-CAD.Hub - Does the "Test Connection" under System/Interfaces in Portal show success?	
2. Unit Statuses Sharing - Available/Unavailable, Location, Station, AVL		
2.1	**TESTCAD Units and Unit Statuses are mapped and that cycling Units from Available to Unavailable is working CAD-to-CAD.Hub - Are the Units being tested configured as Common Units and mapped to the corresponding Interface Units? CAD-to-CAD.Hub - Are the Available/Unavailable Unit Statuses mapped to the appropriate Interface Statuses? TESTCAD - Cycle two or more local Units in TESTCAD that are properly configured in CAD-to-CAD.Hub from Available to Unavailable and back. Are the proper codes showing in the Portal and CAD Simulator? CAD-to-CAD.Hub - Confirm using the Portal and CAD Simulator that Unit Station <string>, and LAT/LON information is being shared properly from TESTCAD CAD-to-CAD.Hub - Cycle two or more local Units in CAD Simulator that are properly configured in CAD-to-CAD.Hub from Available to Unavailable and back. Are the proper codes showing in the Portal and the TESTCAD? TESTCAD - Confirm using the Portal and TESTCAD that Unit Station and Unit Location <string>, and LAT/LON information is being shared properly from CAD Simulator CAD-to-CAD.Hub - Confirm using the Portal Diagnostic tool that the Update Unit message from TESTCAD contains a valid "timeAtStatusUTC" value.	
2.2	**CAD Simulator Units and Unit Statuses are mapped and that cycling Units from Available to Unavailable is working CAD-to-CAD.Hub - Are the Units being tested configured as Common Units and mapped to the corresponding Interface Units? CAD-to-CAD.Hub - Are the Available/Unavailable Unit Statuses mapped to the appropriate Interface Statuses? CAD-to-CAD.Hub - Cycle two or more local Units in CAD that are properly configured in CAD-to-CAD.Hub from Available to Unavailable and back. Are the proper codes showing in the Portal? TESTCAD - Confirm that external TESTCAD Units mapped to Units being cycled are being updated with the appropriate status	
3. Call and Call Updates are being shared with CAD-to-CAD.Hub (No CAD2CAD)		
3.1	**TESTCAD new Call creations and Call updates are being shared with CAD-to-CAD.Hub CAD-to-CAD.Hub - Are the Translated Codes (Nature, Agency, Priority, Dispatch Center, Cities, etc.) configured and mapped properly? TESTCAD - Upon a new Call creation, does the Call appear properly in the Portal with all translations and comments? CAD-to-CAD.Hub - Verify through the Portal - Tester Mode or through the Diagnostic tool that all fields are included in the Update Call Message. Of importance are the fields "timeCreatedUTC", "timeIncidentUTC", "uniqueID"(must be unique in the CAD-to-CAD.Hub database for all time). CAD-to-CAD.Hub - Verify that all fields identified in the SOW and OSD are available. Note any exceptions. TESTCAD - Attempt to update the updatable fields (see OSD) of the Call. Add new comments. Are they properly received by CAD-to-CAD.Hub and visible through the Portal? CAD-to-CAD.Hub - Verify that all fields identified in the SOW and OSD are available. Note any exceptions.	
3.2	**CAD Simulator new Call creations and Call updates are being shared with CAD-to-CAD.Hub CAD-to-CAD.Hub - Are the Translated Codes (Nature, Agency, Priority, Dispatch Center, Cities, etc.) configured and mapped properly? CAD-to-CAD.Hub - Upon a new Call creation, does the Call appear properly in the Portal with all translations and comments? CAD-to-CAD.Hub - Verify through the Portal - Tester Mode or through the Diagnostic tool that all fields are included in the Update Call Message. Of importance are the fields "timeCreatedUTC", "timeIncidentUTC", "uniqueID"(must be unique in the CAD-to-CAD.Hub database for all time). CAD-to-CAD.Hub - Verify that all fields identified in the SOW and OSD are available. Note any exceptions. CAD-to-CAD.Hub - Attempt to update the updatable fields (see OSD) of the Call. Add new comments. Are they properly received by CAD-to-CAD.Hub and visible through the Portal? CAD-to-CAD.Hub - Verify that all fields identified in the SOW and OSD are available. Note any exceptions.	
4. Address Type Updates are being shared with CAD-to-CAD.Hub		

4.1	<p>**Verify that all Address components are being shared and updated properly between CAD and CAD-to-CAD.Hub</p> <p>TESTCAD - Test that the following address types share as accurately as possible. (Expand as needed based on CAD capability.)</p> <p>--Street address with house number.</p> <p>--Apartment number</p> <p>--Building number</p> <p>--Cross Street</p> <p>--Mile marker</p> <p>--Latitude/Longitude</p> <p>--City</p> <p>--Location name</p> <p>CAD-to-CAD.Hub - Verify through Portal and Diagnostic tool that these fields are being shared properly</p> <p>TESTCAD - Test that these Address components can be updated after the initial Call has been created.</p> <p>CAD-to-CAD.Hub - Verify through Portal and Diagnostic tool that these fields are being shared properly</p>	
5. True Unit Status Override on Non-Shared Call		
5.1	<p>** Verify that an assigned Unit on an unshared Call is statused as Unavailable to other mapped CAD systems</p> <p>CAD-to-CAD.Hub - After creating a Call in CAD Simulator, dispatch a local Unit that is mapped to an external Unit in TESTCAD</p> <p>TESTCAD - Verify that CAD-to-CAD.Hub did not share the True status, but shared and Unavailable status with TESTCAD</p> <p>CAD-to-CAD.Hub - Unassign the local Unit from the Call in the CAD Simulator</p> <p>TESTCAD - Verify that CAD-to-CAD.Hub did now share the True status; the mapped external Unit should now show Available in TESTCAD</p>	
6. Explicit Call Sharing (CAD2CAD) without any units		
6.1	<p>**Using a CAD-to-CAD.Hub Business Rule or built-in transfer command share Call between TESTCAD and CAD Simulator through CAD-to-CAD.Hub</p> <p>CAD-to-CAD.Hub Build simple Comment Keyword business rule to share Call from Interface CAD to CAD Simulator or use built in transfer command</p> <p>CAD-to-CAD.Hub - Make sure Dispatch Center mappings and translations are configured properly if using built-in transfer command</p> <p>TESTCAD - After creating a Call, transfer the Call to CAD-to-CAD.Hub dispatch center using business rule or built-in transfer command</p> <p>CAD-to-CAD.Hub - Verify that the Call was received by the CAD Simulator through CAD-to-CAD.Hub</p> <p>CAD-to-CAD.Hub - Verify that all of the fields were translated properly and received by the CAD Simulator as expected</p> <p>TESTCAD - Make various updates (Address, Nature, etc.) to the Call</p> <p>CAD-to-CAD.Hub - Verify that all of the updates were translated properly and received by the CAD Simulator as expected</p>	
6.2	<p>**Using built-in transfer command share Call between CAD Simulator and Interface CAD through CAD-to-CAD.Hub</p> <p>CAD-to-CAD.Hub - Make sure Dispatch Center mappings and translations are configured properly if using built-in transfer command</p> <p>CAD-to-CAD.Hub - After creating a Call in CAD Simulator, transfer the Call to TESTCAD dispatch center using built-in transfer command</p> <p>TESTCAD - Verify that the Call was received by the Interface CAD through CAD-to-CAD.Hub</p> <p>TESTCAD - Verify that all of the fields were translated properly and received by the Interface CAD as expected</p> <p>CAD-to-CAD.Hub - Make various updates (Address, Nature, etc.) to the Call</p> <p>TESTCAD - Verify that all of the updates were translated properly and received by the CAD Simulator as expected</p>	
7. Automatic Call Sharing (CAD2CAD) through external Unit requests - Grant		
7.1	<p>**By assigning an external Unit, share an existing Call with the CAD that owns that Unit (TESTCAD-> CAD Sim)</p> <p>TESTCAD - Are the external Units in CAD properly configured to generate a Unit Request</p> <p>CAD-to-CAD.Hub - Are the Units being tested configured as Common Units and mapped to the corresponding CAD Simulator Units?</p> <p>TESTCAD - After creating a Call, transfer the Call by Dispatching an external Unit the belongs to the CAD Simulator</p> <p>CAD-to-CAD.Hub - Verify that the Call was shared and that the correct Unit was requested through the Resource Request.</p> <p>CAD-to-CAD.Hub - Grant the Resource Request through the CAD Simulator (note that the CAD Simulator also dispatches the Unit)</p> <p>CAD-to-CAD.Hub - Verify that the Unit was granted and is displayed in the Portal as being Dispatched on the Call</p> <p>TESTCAD - Verify that an acknowledgement was presented to the dispatcher that the requested Unit was granted</p> <p>CAD-to-CAD.Hub - Progress the assigned Unit to the Enroute status and verify that it's progression was received and visible in the Portal</p> <p>TESTCAD - Verify the Unit was progressed to the Enroute status</p> <p>TESTCAD - Progress the borrowed Unit to the Arrived status. (Because the Resource Request was approved, the borrower can make Unit status changes)</p> <p>CAD-to-CAD.Hub - Verify the Unit was progressed to Arrived status in both the Portal and the CAD Simulator</p> <p>Both - Test all valid Unit status progressions and verify that all Interface Statuses are properly mapped and shared. Finally, unassign the Unit from the Call. This may close the Call in some CAD systems if it is the only Unit remaining on the Call.</p>	

7.1.1	<p>**Test again with multiple outstanding Unit requests - Grant</p> <p>TESTCAD - After creating a Call, transfer the Call by Dispatching an external Unit the belongs to the CAD Simulator</p> <p>TESTCAD - Request an additional external Unit before the first is granted</p> <p>CAD-to-CAD.Hub - Verify that the Call was shared only once and that the correct Units are requested through the Resource Request</p> <p>CAD-to-CAD.Hub - Grant the Resource Requests through the CAD Simulator (note that the CAD Simulator also dispatches the Unit)</p> <p>CAD-to-CAD.Hub - Verify that the Units were granted and are displayed in the Portal as being Dispatched on the Call</p> <p>TESTCAD - Verify that two acknowledgements were presented to the dispatcher that the requested Units were granted</p> <p>Both - Test various Unit status progressions and verify that all Interface Statuses are properly mapped and shared. Finally, unassign the Units from the Call. This may close the Call in some CAD systems if it is the only Unit remaining on the Call.</p>	
7.2	<p>**By assigning an external Unit, share an existing Call with TESTCAD that owns that Unit (CAD Sim ->TESTCAD)</p> <p>CAD-to-CAD.Hub - Are the external Units in CAD Simulator properly configured to generate a Unit Request</p> <p>CAD-to-CAD.Hub - Are the Units being tested configured as Common Units and mapped to the corresponding Interface Units?</p> <p>CAD-to-CAD.Hub - After creating a Call, transfer the Call by Dispatching an external Unit the belongs to the Interface CAD</p> <p>TESTCAD - Verify that the Call was shared and that the correct Unit was requested through the Resource Request.</p> <p>TESTCAD - Grant the Resource Request through the CAD console and separately dispatch the Unit if required</p> <p>CAD-to-CAD.Hub - Verify that the Unit was granted and is displayed in the Portal as being Dispatched on the Call</p> <p>CAD-to-CAD.Hub - Verify that an acknowledgement was presented in the CAD Simulator that the requested Unit was granted</p> <p>TESTCAD - Progress the assigned Unit to the Enroute status and verify that it's progression was received and visible in the Portal</p> <p>CAD-to-CAD.Hub - Verify the Unit was progressed to the Enroute status in the CAD Simulator</p> <p>CAD-to-CAD.Hub B - Progress the borrowed Unit to the Arrived status. (Because the Resource Request was approved, the borrower can make Unit status changes)</p> <p>TESTCAD - Verify the Unit was progressed to Arrived status in both the Portal and the CAD Simulator</p> <p>Both - Test all valid Unit status progressions and verify that all Interface Statuses are properly mapped and shared. Finally, unassign the Unit from the Call. This may close the Call in some CAD systems if it is the only Unit remaining on the Call.</p>	
7.2.1	<p>**Test again with multiple outstanding Unit requests - Grant</p> <p>CAD-to-CAD.Hub - After creating a Call, transfer the Call by Dispatching an external Unit the belongs to the CAD Simulator</p> <p>CAD-to-CAD.Hub - Request an additional external Unit before the first is granted</p> <p>TESTCAD - Verify that the Call was shared only once and that the correct Units are requested through the Resource Request</p> <p>TESTCAD - Grant the Resource Requests through the CAD Console and dispatch the Units if necessary</p> <p>CAD-to-CAD.Hub - Verify that the Units were granted and are displayed in the Portal as being Dispatched on the Call</p> <p>CAD-to-CAD.Hub - Verify that two acknowledgements were presented to the dispatcher that the requested Units were granted</p> <p>Both - Test various Unit status progressions and verify that all Interface Statuses are properly mapped and shared. Finally, unassign the Units from the Call. This may close the Call in some CAD systems if it is the only Unit remaining on the Call.</p>	
8. Automatic Call Sharing through external Unit requests - Deny / then Grant		
8.1	<p>**By assigning an external Unit, share an existing Call with the CAD that owns that Unit (TESTCAD -> CAD Sim)</p> <p>TESTCAD - After creating a Call, transfer the Call by Dispatching an external Unit the belongs to the CAD Simulator</p> <p>CAD-to-CAD.Hub - Verify that the Call was shared and that the correct Unit was requested through the Resource Request.</p> <p>CAD-to-CAD.Hub - Deny the Resource Request through the CAD Simulator</p> <p>CAD-to-CAD.Hub - Verify that the Unit was denied and is displayed in the Portal as being still being Available</p> <p>TESTCAD - Verify that an acknowledgement was presented to the dispatcher that the requested Unit was denied</p> <p>TESTCAD - With the Call already shared, Dispatch the same unit again which will create another Resource Request</p> <p>CAD-to-CAD.Hub - This time, grant the Resource Request through the CAD Simulator (note that the CAD Simulator also dispatches the Unit)</p> <p>CAD-to-CAD.Hub - Verify that the Unit was granted and is displayed in the Portal as being Dispatched on the Call</p> <p>TESTCAD - Verify that an acknowledgement was presented to the dispatcher that the requested Unit was granted</p> <p>Both - Test all valid Unit status progressions and verify that all Interface Statuses are properly mapped and shared. Finally, unassign the Unit from the Call. This may close the Call in some CAD systems if it is the only Unit remaining on the Call.</p> <p>Again - Go through the sequence again, but this time after the first Unit is denied, request a different Unit. Verify that everything works as expected.</p>	
8.2	<p>**By assigning an external Unit, share an existing Call with the CAD that owns that Unit (CAD Sim -> TESTCAD)</p> <p>CAD-to-CAD.Hub - After creating a Call, transfer the Call by Dispatching an external Unit the belongs to the Interface CAD</p> <p>TESTCAD - Verify that the Call was shared and that the correct Unit was requested through the Resource Request.</p> <p>TESTCAD - Deny the Resource Request through the CAD console</p> <p>CAD-to-CAD.Hub - Verify that the Unit was denied and is displayed in the Portal as still being Available</p> <p>CAD-to-CAD.Hub - Verify that an acknowledgement was presented in the CAD Simulator that the requested Unit was denied</p> <p>CAD-to-CAD.Hub - With the Call already shared, Dispatch the same unit again which will create another Resource Request</p> <p>TESTCAD - This time, grant the Resource Request through the CAD Console and dispatch the Unit if necessary</p> <p>CAD-to-CAD.Hub - Verify that the Unit was granted and is displayed in the Portal as being Dispatched on the Call</p> <p>CAD-to-CAD.Hub - Verify that an acknowledgement was presented to the dispatcher that the requested Unit was granted</p> <p>Both - Test all valid Unit status progressions and verify that all Interface Statuses are properly mapped and shared. Finally, unassign the Unit from the Call. This may close the Call in some CAD systems if it is the only Unit remaining on the Call.</p> <p>Again - Go through the sequence again, but this time after the first Unit is denied, request a different Unit. Verify that everything works as expected.</p>	

8.3	<p>**Test again with multiple outstanding Unit requests - Grant / Deny</p> <p>TESTCAD - After creating a Call, transfer the Call by Dispatching an external Unit the belongs to the CAD Simulator</p> <p>TESTCAD - Request an additional external Unit before the first is granted</p> <p>CAD-to-CAD.Hub - Verify that the Call was shared only once and that the correct Units are requested through the Resource Request</p> <p>CAD-to-CAD.Hub - Grant on and deny on of the Resource Requests through the CAD Simulator</p> <p>CAD-to-CAD.Hub - Verify that the Units were granted/denied and are displayed in the Portal appropriately</p> <p>TESTCAD - Verify that two acknowledgements were presented to the dispatcher appropriately</p>		
9. External Unit Status Suppression may be required so that Shared Call remains in Pending Queue			
9.1	<p>** Determine if the TESTCAD requires that external unit statuses be suppressed on shared Calls to prevent Call from prematurely moving from Pending queue, until TESTCAD has assigned one of its own units.</p> <p>CAD-to-CAD.Hub - Configure TESTCAD Dispatch Center in CAD-to-CAD.Hub so that Unit Status Suppression is disabled.</p> <p>CAD-to-CAD.Hub - Create Call in CAD Simulator; Dispatch a local Unit on the Call; then Dispatch an external TESTCAD Unit to the Call, sharing the Call and Resource Request with TESTCAD. Verify the Call was shared in the Portal.</p> <p>TESTCAD - Verify that the Call was received with the assigned external Unit; a pending Resource Request should also be outstanding.</p> <p>TESTCAD - Before granting the Resource Request, determine if the shared Call was moved from the Pending Queue?</p> <ul style="list-style-type: none">- If NO, then no External Unit Status Suppression is required.- If YES, and this is expected behavior, then no External Unit Status Suppression is required.- If YES, and this is not the expected behavior, then External Unit Status Suppression is required. Proceed to section 8.2		
9.2	<p>** With External Unit Status Suppression enabled, verify that the desired behavior is achieved (Only if REQUIRED!)</p> <p>CAD-to-CAD.Hub - Configure TESTCAD Dispatch Center in CAD-to-CAD.Hub so that Unit Status Suppression is enabled</p> <p>CAD-to-CAD.Hub - Create Call in CAD Simulator; Dispatch a local Unit on the Call; then Dispatch an external TESTCAD Unit to the Call, sharing the Call and Resource Request with TESTCAD. Verify the Call was shared in the Portal.</p> <p>TESTCAD - Verify that the Call was received; the assigned external CAD Simulator Unit should not be visible (suppressed); a pending Resource Request should also be outstanding.</p> <p>TESTCAD - Before granting the Resource Request, determine if the shared Call remained in the Pending Queue?</p> <p>TESTCAD - Grant the Resource Request, placing a local TESTCAD Unit on the Call; this should move the Call from the Pending Queue.</p> <p>TESTCAD - CAD-to-CAD.Hub will release the suppressed External Unit; verify that it now shows on the Call</p> <p>CAD-to-CAD.Hub - Verify that the granted Unit appears in the Portal and in the CAD Simulator.</p>		
10. Unit Transport Location Sharing			
10.1	<p>** Verify that Unit Transport Location Name is sharing properly</p> <p>TESTCAD - After creating a Call, transfer the Call to CAD-to-CAD.Hub by dispatching an external Unit or built-in transfer command</p> <p>TESTCAD - Dispatch a local Unit and progress Unit to Transport status; make sure a Transport Location has been selected</p> <p>CAD-to-CAD.Hub - Verify using the Portal or CAD Simulator that the Unit status and Transport Location is received properly; the Transport Location should be a name that can be translated in CAD-to-CAD.Hub</p> <p>CAD-to-CAD.Hub - After creating a Call, transfer the Call to TESTCAD by dispatching an external Unit or built-in transfer command</p> <p>CAD-to-CAD.Hub - Dispatch a local Unit and progress Unit to Transport status; make sure a Transport Location has been specified</p> <p>TESTCAD - Verify using the Portal or TESTCAD that the Unit status and Transport Location is received properly; the Transport Location should be a name that can be translated in CAD-to-CAD.Hub</p>		
11. Comment Sharing			
11.1	<p>** Verify that all desired Comments are being shared properly</p> <p>TESTCAD - After creating a Call, add multiple Comments to the Call Narrative; transfer the Call to CAD-to-CAD.Hub by dispatching an external Unit or built-in transfer command</p> <p>CAD-to-CAD.Hub - Verify in the Portal and CAD Simulator that all Comments added to the Call prior to the transfer were properly shared.</p> <p>TESTCAD - Ad an additional Comment to the shared Call</p> <p>CAD-to-CAD.Hub - Verify in the Portal and CAD Simulator that the additional Comment was received.</p> <p>BOTH - Close the shared Call</p> <p>CAD-to-CAD.Hub - After creating a Call, add multiple Comments to the Call Narrative; transfer the Call to TESTCAD by dispatching an external Unit or built-in transfer command</p> <p>TESTCAD - Verify in the Portal and TESTCAD that all Comments added to the Call prior to the transfer were properly shared.</p> <p>CAD-to-CAD.Hub - Ad an additional Comment to the shared Call</p> <p>TESTCAD - Verify in the Portal and TESTCAD that the additional Comment was received.</p>		
12. Comment Filtering			
12.1	<p>** If any special Filtering of Comments has been added, these will be testing separately</p>		
13. Closed Calls			

13.1	<p>** Verify that when a Call is closed it is updated in CAD-to-CAD.Hub</p> <p>TESTCAD - Create a Call in TESTCAD; dispatch a local Unit to ensure that the Call moves to the active queue</p> <p>CAD-to-CAD.Hub Verify that the Call is received by CAD-to-CAD.Hub by observing the Call in the Portal</p> <p>TESTCAD - Unassign the Unit and close the Call</p> <p>CAD-to-CAD.Hub - Verify that the Call was closed in CAD-to-CAD.Hub by observing the Call in the Portal</p> <p>CAD-to-CAD.Hub - Verify through the Portal Diagnostic tool that the "TimeClosed" field was set with the appropriate ETC time</p> <p>CAD-to-CAD.Hub - Verify through the Portal Diagnostic tool that the "Disposition" field was set with a valid disposition code</p>	
13.2	** If any special Call Closed comments are configured to be sent to other shared Calls, these will be tested separately	
14. Reopened Calls		
14.1	<p>** Allow CAD to Reopen a closed Call and continue operations</p> <p>TESTCAD - After creating a Call, share the Call by Dispatching an external Unit that belongs to the CAD Simulator</p> <p>CAD-to-CAD.Hub - Through the CAD Simulator, grant the Unit request and dispatch the Unit</p> <p>TESTCAD - Clear the borrowed Unit from the Call; close the Call</p> <p>CAD-to-CAD.Hub - Verify in the Portal and the CAD Simulator that the Unit was removed from the Call and that the TESTCAD Call was closed</p> <p>TESTCAD - Reopen the closed Call; dispatch an external Unit that belongs to the CAD Simulator</p> <p>CAD-to-CAD.Hub - Verify in the Portal and the CAD Simulator that the Call was reopened and that the Resource Request was received for the Unit dispatched</p>	
14.2	** If any special Call Reopen comments are configured to be sent to other shared Calls, these will be tested separately	
15. Disconnect and Error Notifications		
15.1	TESTCAD will monitor Heartbeat responses from CAD-to-CAD.Hub and in the event they are failing for a configurable amount of time, a notification will be sent to the CAD operators.	
15.2	CAD-to-CAD.Hub detects when TESTCAD stops sending data. It also detects when TESTCAD stops responding to Heartbeats from CAD-to-CAD.Hub . These conditions are visible in the Portal. An Alert can also be generated from a Business Rule to give appropriate personnel notification.	
15.3		
15.4		

SAMPLE

Sample Nature Code Mapping Exercise

Task Instructions		Hint	Ver: 21.3.0
		Only modify green columns in the next two tabs.	
1	<p>PSAP to map all Common Codes to their own nature codes using the "Common" Tab. Do this by entering your nature code in "CAD Nature Code" Column.</p> <p>Note: All Common Codes should be mapped, but some CAD Natures may not be used in this step. That's OK.</p> <p><i>This will define how a call will be shared with you when a neighboring PSAP initiates the call share</i></p>	<p>Print the CAD code list and have it on your desk to reference.</p> <p>You'll see gray conditional formatting added as a help to identify codes that still require mapping.</p> <p>It is usually easier to go quickly from top to bottom, mapping codes that are obvious and straight forward. Then iterate over a few times, mapping remaining codes until it is finished.</p>	
	<p>2 The PSAP is to map all of their Nature Codes to the Common Code set using the "CAD" Tab. Do this by entering the Ref # in column "Common Code Ref #" Column.</p> <p>Note: All PSAP CAD Code should be mapped, but some Common codes may not be used in this step. That's OK.</p> <p><i>This will define the behavior of how your PSAP CAD codes will be presented to other PSAPs through the Common Code set.</i></p>	<p>Print the COMMON code list and have it on your desk to reference.</p> <p>You'll see gray conditional formatting added as a help to identify codes that still require mapping.</p> <p>It is usually easier to go quickly from top to bottom, mapping codes that are obvious and straight forward. Then iterate over a few times, mapping remaining codes until it is finished.</p>	
	<p>3 Create or chose an existing Nature Code in your CAD that will receive ANY C2C request if the common code is NOT mapped to one of your codes.</p>	<p>ex: UNKWN = UNKNOWN C2C. Put your code and description here =></p>	

Ref #	Common Code List	Description		CAD Nature Code	COA Nature (DO NOT ENTER IN THIS COLUMN)	Hint: Based on mapping in CAD tab
100	ADM	ADMIN	->		(Not Mapped)	--no hint yet--
101	ADM-COMMPOL	COMMUNITY POLICING	->		(Not Mapped)	--no hint yet--
102	ADM-INFO	INFORMATION CALL	->		(Not Mapped)	--no hint yet--
103	ADM-MVUP	VEHICLE MOVEUP	->		(Not Mapped)	--no hint yet--
104	ADM-OTH	OTHER ADMIN	->		(Not Mapped)	--no hint yet--
105	ADM-PUBWKS	PUBLIC WORKS	->		(Not Mapped)	--no hint yet--
106	ADM-TEST	TEST ONLY - ADMIN	->		(Not Mapped)	--no hint yet--
107	ADM-UNK	UNKNOWN ADMIN	->		(Not Mapped)	--no hint yet--
200	ALRM	ALARM	->		(Not Mapped)	--no hint yet--
201	ALRM-FIRE	FIRE ALARM	->		(Not Mapped)	--no hint yet--
202	ALRM-FIRE-GAS	FIRE/GAS ALARM	->		(Not Mapped)	--no hint yet--
203	ALRM-FIRE-GAS-CO	CARBON MONOXIDE ALARM	->		(Not Mapped)	--no hint yet--
204	ALRM-FIRE-GAS-CO2	CARBON DIOXIDE ALARM	->		(Not Mapped)	--no hint yet--
205	ALRM-FIRE-GAS-NGAS	NATURAL GAS ALARM	->		(Not Mapped)	--no hint yet--
206	ALRM-FIRE-GAS-PROPN	PROPANE GAS ALARM	->		(Not Mapped)	--no hint yet--
207	ALRM-FIRE-HEAT	FIRE ALARM - HEAT	->		(Not Mapped)	--no hint yet--
208	ALRM-FIRE-KPAD	FIRE ALARM - KEYPAD	->		(Not Mapped)	--no hint yet--
209	ALRM-FIRE-PULL	FIRE ALARM - PULL	->		(Not Mapped)	--no hint yet--
210	ALRM-LAW	LAW ALARM - GENERAL	->		(Not Mapped)	--no hint yet--
211	ALRM-LAW-ENDNGR	ENDANGERMENT ALARM - LAW	->		(Not Mapped)	--no hint yet--
212	ALRM-LAW-ENDNGR-AUD-ROB	ROBBERY ALARM	->		(Not Mapped)	--no hint yet--
213	ALRM-LAW-ENDNGR-PANIC	PANIC ALARM	->		(Not Mapped)	--no hint yet--
214	ALRM-LAW-ENDNGR-SLNT	SILENT ROBBERY ALARM	->		(Not Mapped)	--no hint yet--
215	ALRM-LAW-ENDNGR-SLNT-PANIC	SILENT ENDANGERMENT ALARM	->		(Not Mapped)	--no hint yet--
216	ALRM-LAW-ENDNGR-SLNT-ROB	SILENT PANIC ALARM	->		(Not Mapped)	--no hint yet--
217	ALRM-LAW-SILENT	SILENT LAW ALARM - GENERAL	->		(Not Mapped)	--no hint yet--
218	ALRM-MED	MEDICAL ALARM	->		(Not Mapped)	--no hint yet--
219	ALRM-MED-DEFIB	DEFIB ALARM	->		(Not Mapped)	--no hint yet--
220	ALRM-OTH	OTHER ALARM	->		(Not Mapped)	--no hint yet--
221	ALRM-TEST	TEST ONLY - GENERAL ALARM	->		(Not Mapped)	--no hint yet--
222	ALRM-TEST-FIR	TEST ONLY - FIRE ALARM	->		(Not Mapped)	--no hint yet--
223	ALRM-TEST-LAW	TEST ONLY - LAW ALARM	->		(Not Mapped)	--no hint yet--
224	ALRM-TEST-MED	TEST ONLY - MED ALARM	->		(Not Mapped)	--no hint yet--
225	ALRM-UNK	UNKNOWN ALARM	->		(Not Mapped)	--no hint yet--
226	ALRM-VEH	VEHICLE ALARM	->		(Not Mapped)	--no hint yet--
227	ALRM-WTR	WATER ALARM	->		(Not Mapped)	--no hint yet--
250	COVID-19	COVID-19 INCIDENT	->		(Not Mapped)	--no hint yet--
300	FIRE	FIRE	->		(Not Mapped)	--no hint yet--
301	FIRE-AIRCFT	AIRCRAFT FIRE	->		(Not Mapped)	--no hint yet--
302	FIRE-ARSON	ARSON - FIRE	->		(Not Mapped)	--no hint yet--
303	FIRE-COMM-FUEL	FUEL FACILITY FIRE	->		(Not Mapped)	--no hint yet--
304	FIRE-COMMERC	COMMERCIAL FIRE	->		(Not Mapped)	--no hint yet--
305	FIRE-CTLR_BRN	CONTROLLED BURN	->		(Not Mapped)	--no hint yet--
306	FIRE-ELEC	ELECTRICAL FIRE	->		(Not Mapped)	--no hint yet--
307	FIRE-GAS	GAS LEAK	->		(Not Mapped)	--no hint yet--
308	FIRE-HAZMAT	HAZMAT FIRE	->		(Not Mapped)	--no hint yet--
309	FIRE-HIRISE	HIGH RISE FIRE	->		(Not Mapped)	--no hint yet--
310	FIRE-LIFE_ENDNGR	LIFE ENDANGER FIRE	->		(Not Mapped)	--no hint yet--
311	FIRE-MARINE	MARINE/BOAT FIRE	->		(Not Mapped)	--no hint yet--
312	FIRE-OTH	OTHER FIRE	->		(Not Mapped)	--no hint yet--
313	FIRE-REPORT	FIRE REPORT	->		(Not Mapped)	--no hint yet--
314	FIRE-RES-MOBIL	MOBILE HOME FIRE	->		(Not Mapped)	--no hint yet--
315	FIRE-RESID	RESIDENTIAL FIRE	->		(Not Mapped)	--no hint yet--
316	FIRE-RESID-APT	APARTMENT FIRE	->		(Not Mapped)	--no hint yet--
317	FIRE-TEST	TEST ONLY - FIRE	->		(Not Mapped)	--no hint yet--
318	FIRE-TRAIN	TRAIN FIRE	->		(Not Mapped)	--no hint yet--
319	FIRE-TRASH	TRASH/GARBAGE FIRE	->		(Not Mapped)	--no hint yet--
320	FIRE-UNK	UNKNOWN FIRE	->		(Not Mapped)	--no hint yet--
321	FIRE-VEGET	BRUSH/VEGETATION FIRE	->		(Not Mapped)	--no hint yet--
322	FIRE-VEH	VEHICLE FIRE	->		(Not Mapped)	--no hint yet--
323	FIRE-VEH-HAZ	HAZMAT VEHICLE FIRE	->		(Not Mapped)	--no hint yet--
324	FIRE-VEH-HAZFUEL	FUEL TANKER FIRE	->		(Not Mapped)	--no hint yet--
325	FIRE-VEH-LG	LARGE VEHICLE FIRE	->		(Not Mapped)	--no hint yet--
326	FIRE-VEH-OTH	OTHER VEHICLE FIRE	->		(Not Mapped)	--no hint yet--
327	FIRE-VEH-SM	SMALL VEHICLE FIRE	->		(Not Mapped)	--no hint yet--
328	FIRE-VEH-UNK	UNKNOWN VEHICLE FIRE	->		(Not Mapped)	--no hint yet--
400	INC	INCIDENT	->		(Not Mapped)	--no hint yet--
401	INC-ACC	ACCIDENT - GENERAL	->		(Not Mapped)	--no hint yet--
402	INC-ACC-INDUS	INDUSTRIAL ACCIDENT - GENERAL	->		(Not Mapped)	--no hint yet--
403	INC-AIRC	AIRCRAFT INCIDENT - GENERAL	->		(Not Mapped)	--no hint yet--
404	INC-AIRC-AIRBRN	AIRCRAFT INCIDENT - AIRBORNE	->		(Not Mapped)	--no hint yet--
405	INC-AIRC-GRND	AIRCRAFT INCIDENT - GROUND	->		(Not Mapped)	--no hint yet--
406	INC-ANML	ANIMAL INCIDENT - GENERAL	->		(Not Mapped)	--no hint yet--
407	INC-CIV_DIST	CIVIL DISTURBANCE INCIDENT	->		(Not Mapped)	--no hint yet--
408	INC-COMMRC	COMMERICAL/BUSINESS INCIDENT	->		(Not Mapped)	--no hint yet--
409	INC-ELEC	ELECTRICAL INCIDENT - GENERAL	->		(Not Mapped)	--no hint yet--
410	INC-ELEC-HZD	ELECTRICAL HAZARD	->		(Not Mapped)	--no hint yet--
411	INC-ELEC-WIRES	WIRES DOWN	->		(Not Mapped)	--no hint yet--
412	INC-EMOT_DIST	EMOTIONAL DISTRESS - GENERAL	->		(Not Mapped)	--no hint yet--
413	INC-EMOT_DIST-SUIC	SUICIDE	->		(Not Mapped)	--no hint yet--
414	INC-EMOT_DIST-SUIC-THR	SUICIDE THREAT	->		(Not Mapped)	--no hint yet--
415	INC-EXPLOS	EXPLOSIVE	->		(Not Mapped)	--no hint yet--
416	INC-HAZ_SITUAT	HAZARDOUS SITUATION	->		(Not Mapped)	--no hint yet--
417	INC-HAZMAT	HAZARDOUS MATERIAL	->		(Not Mapped)	--no hint yet--
418	INC-HAZMAT-BIO	BIOHAZARDOUS MATERIAL	->		(Not Mapped)	--no hint yet--
419	INC-HAZMAT-CHEM	CHEMICAL HAZARD	->		(Not Mapped)	--no hint yet--
420	INC-MOT_VEH	MOTOR VEHICLE INCIDENT - GENERAL	->		(Not Mapped)	--no hint yet--
421	INC-MUTAID	MUTUAL AID - GENERAL	->		(Not Mapped)	--no hint yet--
422	INC-MUTAID-STNDBY	AGENCY STANDBY	->		(Not Mapped)	--no hint yet--
423	INC-NATDIS	MINOR NATURAL DISASTER	->		(Not Mapped)	--no hint yet--
424	INC-OTH	OTHER INCIDENT - GENERAL	->		(Not Mapped)	--no hint yet--
425	INC-RES	RESIDENTIAL INCIDENT	->		(Not Mapped)	--no hint yet--

426	INC-ROAD_DMG	ROAD DAMAGE	->	(Not Mapped)	--no hint yet--
427	INC-SPEC_EVNT	SPECIAL EVENT	->	(Not Mapped)	--no hint yet--
428	INC-TEST	TEST ONLY INCIDENT - GENERAL	->	(Not Mapped)	--no hint yet--
429	INC-TRAIN	TRAIN INCIDENT	->	(Not Mapped)	--no hint yet--
430	INC-TRAIN-DRL	TRAIN DERAILMENT	->	(Not Mapped)	--no hint yet--
431	INC-UNK	UNKNOWN INCIDENT - GENERAL	->	(Not Mapped)	--no hint yet--
432	INC-WATR	WATER INCIDENT - GENERAL	->	(Not Mapped)	--no hint yet--
433	INCMAJ	MAJOR INCIDENT	->	(Not Mapped)	--no hint yet--
434	INCMAJ-ACT_SHOOT	ACTIVE SHOOTER	->	(Not Mapped)	--no hint yet--
435	INCMAJ-CIV_DIST_MAJOR	MAJOR CIVIL DISTURBANCE	->	(Not Mapped)	--no hint yet--
436	INCMAJ-MASS_CAS	MASS CASUALTY	->	(Not Mapped)	--no hint yet--
437	INCMAJ-MASS_HOSTG	MASS HOSTAGE	->	(Not Mapped)	--no hint yet--
438	INCMAJ-NATDIS	MAJOR NATURAL DISASTER	->	(Not Mapped)	--no hint yet--
439	INCMAJ-OTH	OTHER MAJOR INCIDENT	->	(Not Mapped)	--no hint yet--
440	INCMAJ-PAND	PANDEMIC	->	(Not Mapped)	--no hint yet--
441	INCMAJ-RADIAT	RADIATION - MAJOR	->	(Not Mapped)	--no hint yet--
442	INCMAJ-RESCUE	MAJOR RESCUE OPERATION	->	(Not Mapped)	--no hint yet--
443	INCMAJ-TEST	TEST ONLY - MAJOR INCIDENT	->	(Not Mapped)	--no hint yet--
444	INCMAJ-UNK	UNKNOWN MAJOR INCIDENT	->	(Not Mapped)	--no hint yet--
445	INCMAJ-VEH_ACC	MASS VEHICLE ACCIDENT	->	(Not Mapped)	--no hint yet--
500	LAW	LAW	->	(Not Mapped)	--no hint yet--
501	LAW-911HANGUP	911 HANGUP	->	(Not Mapped)	--no hint yet--
502	LAW-911OPEN	911 OPEN LINE	->	(Not Mapped)	--no hint yet--
503	LAW-911	911 HANGUP/OPEN LINE	->	(Not Mapped)	--no hint yet--
504	LAW-ABDUCT	ABDUCTION	->	(Not Mapped)	--no hint yet--
505	LAW-ABDUCT-FAM	FAMILY ABDUCTION	->	(Not Mapped)	--no hint yet--
506	LAW-ABDUCT-NONFAM	NON-FAMILY ABDUCTION	->	(Not Mapped)	--no hint yet--
507	LAW-ABUSE	ABUSE	->	(Not Mapped)	--no hint yet--
508	LAW-ABUSE-NEGLECT	NEGLECT	->	(Not Mapped)	--no hint yet--
509	LAW-ARREST	ARREST	->	(Not Mapped)	--no hint yet--
510	LAW-ASSLT	ASSAULT	->	(Not Mapped)	--no hint yet--
511	LAW-ASSLT-SHOOT	SHOOTING	->	(Not Mapped)	--no hint yet--
512	LAW-ASSLT-STAB	STABBING	->	(Not Mapped)	--no hint yet--
513	LAW-BACKUP_REQ	BACKUP REQUEST	->	(Not Mapped)	--no hint yet--
514	LAW-BARRCD	BARRICADED INDIVIDUAL	->	(Not Mapped)	--no hint yet--
515	LAW-BOLO	BOLO	->	(Not Mapped)	--no hint yet--
516	LAW-BOLO-PER	BOLO - PERSON	->	(Not Mapped)	--no hint yet--
517	LAW-BOLO-VEH	BOLO - VEHICLE	->	(Not Mapped)	--no hint yet--
518	LAW-BURG	BURGLARY	->	(Not Mapped)	--no hint yet--
519	LAW-CARJ	CARJACKING	->	(Not Mapped)	--no hint yet--
520	LAW-CHECK	STATUS CHECK	->	(Not Mapped)	--no hint yet--
521	LAW-CHECK-BLDG	BUILDING CHECK	->	(Not Mapped)	--no hint yet--
522	LAW-CHECK-WELL	WELLBEING CHECK	->	(Not Mapped)	--no hint yet--
523	LAW-CHLD_VEH	CHILD IN VEHICLE	->	(Not Mapped)	--no hint yet--
524	LAW-CIT_ASSIST	CITIZEN ASSIST	->	(Not Mapped)	--no hint yet--
525	LAW-CIT_ASSIST-LOCK	LOCKOUT	->	(Not Mapped)	--no hint yet--
526	LAW-CIT_ASSIST-VEH	CITIZEN VEHICLE ASSIST	->	(Not Mapped)	--no hint yet--
527	LAW-CIVIL	CIVIL MATTER	->	(Not Mapped)	--no hint yet--
528	LAW-CRIMTRAF	CRIMINAL TRAFFIC	->	(Not Mapped)	--no hint yet--
529	LAW-CROWD_CTRL	CROWD CONTROL	->	(Not Mapped)	--no hint yet--
530	LAW-CURFEW	CURFEW VIOLATION	->	(Not Mapped)	--no hint yet--
531	LAW-DEATH	DEATH/FOUND BODY	->	(Not Mapped)	--no hint yet--
532	LAW-DEATH-NTF	DEATH NOTIFICATION	->	(Not Mapped)	--no hint yet--
533	LAW-DISORDER	DISORDERLY CONDUCT	->	(Not Mapped)	--no hint yet--
534	LAW-DISORDER-SMOKING	SMOKING VIOLATION	->	(Not Mapped)	--no hint yet--
535	LAW-DOM-NONVIOL	NON VIOLENT DOMESTIC DISPUTE	->	(Not Mapped)	--no hint yet--
536	LAW-DOM-VIOL	VIOLENT DOMESTIC DISPUTE	->	(Not Mapped)	--no hint yet--
537	LAW-DRUGS	DRUG VIOLATION	->	(Not Mapped)	--no hint yet--
538	LAW-DRUGS-ALCOHOL	ALCOHOL VIOLATION	->	(Not Mapped)	--no hint yet--
539	LAW-DRUGS-DUI	DUI	->	(Not Mapped)	--no hint yet--
540	LAW-DRUGS-INTOX	INTOXICATED PERSON	->	(Not Mapped)	--no hint yet--
541	LAW-DRUGS-PAR	DRUG PARAPHERNALIA	->	(Not Mapped)	--no hint yet--
542	LAW-ELUDING	ELUDING	->	(Not Mapped)	--no hint yet--
543	LAW-ESCORT	ESCORT	->	(Not Mapped)	--no hint yet--
544	LAW-EXTORT	EXTORT	->	(Not Mapped)	--no hint yet--
545	LAW-FIGHT	FIGHT	->	(Not Mapped)	--no hint yet--
546	LAW-FIREWORKS	FIREWORK VIOLATION	->	(Not Mapped)	--no hint yet--
547	LAW-FOUND-PERS	PERSON FOUND	->	(Not Mapped)	--no hint yet--
548	LAW-FOUND-PROP	PROPERTY FOUND	->	(Not Mapped)	--no hint yet--
549	LAW-FRAUD	FRAUD	->	(Not Mapped)	--no hint yet--
550	LAW-FRAUD-CNTRFT	COUNTERFEIT	->	(Not Mapped)	--no hint yet--
551	LAW-HARASS	HARASSMENT	->	(Not Mapped)	--no hint yet--
552	LAW-HOMELESS	HOMELESS	->	(Not Mapped)	--no hint yet--
553	LAW-HOMIC	HOMICIDE	->	(Not Mapped)	--no hint yet--
554	LAW-HOSTAGE	HOSTAGE	->	(Not Mapped)	--no hint yet--
555	LAW-IMMIGRTN	IMMIGRATION VIOLATION	->	(Not Mapped)	--no hint yet--
556	LAW-IMPERSON	IMPERSONATION	->	(Not Mapped)	--no hint yet--
557	LAW-INTERNET	INTERNET	->	(Not Mapped)	--no hint yet--
558	LAW-INVESTIG	INVESTIGATION	->	(Not Mapped)	--no hint yet--
559	LAW-LARCENY	LARCENY	->	(Not Mapped)	--no hint yet--
560	LAW-LARCENY-SHOPLIFT	SHOPLIFTING	->	(Not Mapped)	--no hint yet--
561	LAW-MISCONDUCT	MISCONDUCT	->	(Not Mapped)	--no hint yet--
562	LAW-MISS-PERS	MISSING PERSON	->	(Not Mapped)	--no hint yet--
563	LAW-MISS-PERS-ENDNGR	ENDANGERED MISSING PERSON	->	(Not Mapped)	--no hint yet--
564	LAW-MISS-PERS-RUNAWAY	RUNAWAY	->	(Not Mapped)	--no hint yet--
565	LAW-MISS-PROP	MISSING PROPERTY	->	(Not Mapped)	--no hint yet--
566	LAW-MISS-PROP-LOST	LOST PROPERTY	->	(Not Mapped)	--no hint yet--
567	LAW-MISS-PROP-STLN	STOLEN PROPERTY	->	(Not Mapped)	--no hint yet--
568	LAW-NOISE_COMP	NOISE COMPLAINT	->	(Not Mapped)	--no hint yet--
569	LAW-ORDERV	ORDER VIOLATION	->	(Not Mapped)	--no hint yet--
570	LAW-OTH	OTHER LAW	->	(Not Mapped)	--no hint yet--
571	LAW-PARKING	PARKING	->	(Not Mapped)	--no hint yet--
572	LAW-PERWANT	PERSON WANTED	->	(Not Mapped)	--no hint yet--
573	LAW-PRISONER	PRISONER	->	(Not Mapped)	--no hint yet--

574	LAW-PRISONER-ESCP	ESCAPE	->	(Not Mapped)	--no hint yet--
575	LAW-PURS-FOOT	FOOT PURSUIT	->	(Not Mapped)	--no hint yet--
576	LAW-PURS-VEH	VEHICLE PURSUIT	->	(Not Mapped)	--no hint yet--
577	LAW-PURSUIT	PURSUIT	->	(Not Mapped)	--no hint yet--
578	LAW-RECKL_DRV	RECKLESS DRIVING	->	(Not Mapped)	--no hint yet--
579	LAW-ROBBERY	ROBBERY	->	(Not Mapped)	--no hint yet--
580	LAW-ROBBERY-ARM	ARMED ROBBERY	->	(Not Mapped)	--no hint yet--
581	LAW-SEXOFF	SEX OFFENSE	->	(Not Mapped)	--no hint yet--
582	LAW-SEXOFF-INDECENT	INDECENT EXPOSURE	->	(Not Mapped)	--no hint yet--
583	LAW-SEXOFF-RAPE	RAPE	->	(Not Mapped)	--no hint yet--
584	LAW-SUBJSTP	SUBJECT STOP	->	(Not Mapped)	--no hint yet--
585	LAW-TEST	TEST ONLY - LAW	->	(Not Mapped)	--no hint yet--
586	LAW-THRT	THREATENING BEHAVIOR	->	(Not Mapped)	--no hint yet--
587	LAW-THRT-BOMB	BOMB THREAT	->	(Not Mapped)	--no hint yet--
588	LAW-TOW	TOW	->	(Not Mapped)	--no hint yet--
589	LAW-TRAFFIC	TRAFFIC	->	(Not Mapped)	--no hint yet--
590	LAW-TRAFFIC-HAZ	TRAFFIC HAZARD	->	(Not Mapped)	--no hint yet--
591	LAW-TRAFFIC-STOP	TRAFFIC STOP	->	(Not Mapped)	--no hint yet--
592	LAW-TRESPASS	TRESPASSING	->	(Not Mapped)	--no hint yet--
593	LAW-TRESPASS-FORCENTR	FORCED ENTRY	->	(Not Mapped)	--no hint yet--
594	LAW-TRUANT	TRUANT	->	(Not Mapped)	--no hint yet--
595	LAW-UNK	UNKNOWN LAW	->	(Not Mapped)	--no hint yet--
596	LAW-VANDAL	VANDALISM	->	(Not Mapped)	--no hint yet--
597	LAW-VEH	VEHICLE	->	(Not Mapped)	--no hint yet--
598	LAW-VEH-ABAN	ABANDONED VEHICLE	->	(Not Mapped)	--no hint yet--
599	LAW-VEH-REC	RECOVERED VEHICLE	->	(Not Mapped)	--no hint yet--
600	LAW-VEH-REPO	REPOSESSION	->	(Not Mapped)	--no hint yet--
601	LAW-VEH-STOL	STOLEN VEHICLE	->	(Not Mapped)	--no hint yet--
602	LAW-VICE	VICE	->	(Not Mapped)	--no hint yet--
603	LAW-WARRANT	WARRANT	->	(Not Mapped)	--no hint yet--
604	LAW-WEAPON	WEAPON	->	(Not Mapped)	--no hint yet--
605	LAW-WEAPON-SHOT	SHOTS FIRED	->	(Not Mapped)	--no hint yet--
606	LAW-WILDLIFE	WILDLIFE VIOLATION	->	(Not Mapped)	--no hint yet--
650	MAYDAY	MAYDAY	->	(Not Mapped)	--no hint yet--
700	MED	MED	->	(Not Mapped)	--no hint yet--
701	MED-ABDOM	ABDOMINAL	->	(Not Mapped)	--no hint yet--
702	MED-ALLERGY	ALLERGY	->	(Not Mapped)	--no hint yet--
703	MED-ALS	ALS	->	(Not Mapped)	--no hint yet--
704	MED-ANIM_ATCK	ANIMAL ATTACK	->	(Not Mapped)	--no hint yet--
705	MED-BACK	BACK	->	(Not Mapped)	--no hint yet--
706	MED-BLEED	BLEEDING	->	(Not Mapped)	--no hint yet--
707	MED-BLEED-HEMOR	HEMORRHAGE	->	(Not Mapped)	--no hint yet--
708	MED-BLS	BLS	->	(Not Mapped)	--no hint yet--
709	MED-BURNS	BURNS	->	(Not Mapped)	--no hint yet--
710	MED-CARDIAC	CARDIAC	->	(Not Mapped)	--no hint yet--
711	MED-CHEST	CHEST	->	(Not Mapped)	--no hint yet--
712	MED-CHOKING	CHOKING	->	(Not Mapped)	--no hint yet--
713	MED-DIABETIC	DIABETIC	->	(Not Mapped)	--no hint yet--
714	MED-DRUG_POISON	DRUG/POISON/OD	->	(Not Mapped)	--no hint yet--
715	MED-ELEC	ELECTROCUTION	->	(Not Mapped)	--no hint yet--
716	MED-EXPOSURE	EXPOSURE	->	(Not Mapped)	--no hint yet--
717	MED-EYE	EYE PROBLEM	->	(Not Mapped)	--no hint yet--
718	MED-FALL	FALL	->	(Not Mapped)	--no hint yet--
719	MED-HEAD	HEAD	->	(Not Mapped)	--no hint yet--
720	MED-OTHER	MED - OTHER	->	(Not Mapped)	--no hint yet--
721	MED-PREG	PREGNANCY	->	(Not Mapped)	--no hint yet--
722	MED-PSYCH	PSYCHIATRIC	->	(Not Mapped)	--no hint yet--
723	MED-RESP	RESPIRATORY	->	(Not Mapped)	--no hint yet--
724	MED-RESP-ARR	RESPIRATORY ARREST	->	(Not Mapped)	--no hint yet--
725	MED-SEIZURE	SEIZURE	->	(Not Mapped)	--no hint yet--
726	MED-STROKE	STROKE	->	(Not Mapped)	--no hint yet--
727	MED-TEST	TEST ONLY - MEDICAL	->	(Not Mapped)	--no hint yet--
728	MED-TRANSPORT	TRANSPORT	->	(Not Mapped)	--no hint yet--
729	MED-TRAUMA	TRAUMA	->	(Not Mapped)	--no hint yet--
730	MED-TRAUMA-ASSLT	TRAUMA - ASSAULT	->	(Not Mapped)	--no hint yet--
731	MED-TRAUMA-ASSLT-PENET	PENETRATING WOUND FROM ASSAULT	->	(Not Mapped)	--no hint yet--
732	MED-TRAUMA-PENET	PENETRATING WOUND	->	(Not Mapped)	--no hint yet--
733	MED-UNCONSC	UNCONSCIOUS	->	(Not Mapped)	--no hint yet--
734	MED-UNK	UNKNOWN MEDICAL INCIDENT	->	(Not Mapped)	--no hint yet--
750	RES	RESCUE	->	(Not Mapped)	--no hint yet--
751	RES-COLLAPSE	STRUCTURE COLLAPSE	->	(Not Mapped)	--no hint yet--
752	RES-COLLAPSE-BLDG	BUILDING COLLAPSE	->	(Not Mapped)	--no hint yet--
753	RES-COLLAPSE-BRG	BRIDGE COLLAPSE	->	(Not Mapped)	--no hint yet--
754	RES-DROWN	DROWNING	->	(Not Mapped)	--no hint yet--
755	RES-ENTRAP	ENTRAPMENT	->	(Not Mapped)	--no hint yet--
756	RES-OTH	OTHER RESCUE	->	(Not Mapped)	--no hint yet--
757	RES-SRCH_RES	SEARCH AND RESCUE	->	(Not Mapped)	--no hint yet--
758	RES-TEST	TEST ONLY - RESCUE	->	(Not Mapped)	--no hint yet--
759	RES-UNK	UNKNOWN RESCUE	->	(Not Mapped)	--no hint yet--
760	RES-WATER	WATER RESCUE	->	(Not Mapped)	--no hint yet--
761	RES-WATER-MISBOATR	MISSING BOATER	->	(Not Mapped)	--no hint yet--
800	SUS	SUSPICIOUS	->	(Not Mapped)	--no hint yet--
801	SUS-FIR	SUSPECTED FIRE	->	(Not Mapped)	--no hint yet--
802	SUS-FIRE-SMOKE	SMOKE INVESTIGATION	->	(Not Mapped)	--no hint yet--
803	SUS-ITEM	SUSPICIOUS ITEM - GENERAL	->	(Not Mapped)	--no hint yet--
804	SUS-ODOR	SUSPICIOUS ODOR	->	(Not Mapped)	--no hint yet--
805	SUS-OTH	SUSPICIOUS OTHER	->	(Not Mapped)	--no hint yet--
806	SUS-PERS	SUSPICIOUS PERSON	->	(Not Mapped)	--no hint yet--
807	SUS-TERR_THREAT	SUSPICIOUS TERROR THREAT	->	(Not Mapped)	--no hint yet--
808	SUS-TEST	TEST ONLY - SUSPICIOUS	->	(Not Mapped)	--no hint yet--
809	SUS-UNK	UNKNOWN SUSPICIOUS	->	(Not Mapped)	--no hint yet--
810	SUS-VEH	SUSPICIOUS VEHICLE	->	(Not Mapped)	--no hint yet--
900	VEHA	VEHICLE ACCIDENT	->	(Not Mapped)	--no hint yet--
901	VEHA-BOAT	BOAT ACCIDENT	->	(Not Mapped)	--no hint yet--

902	VEHA-DISABL_VEH	DISABLED VEHICLE	->	(Not Mapped)	--no hint yet--
903	VEHA-EXTRIC	EXTRICATION	->	(Not Mapped)	--no hint yet--
904	VEHA-HI_OCCUP	HIGH OCCUPANCY VEHICLE ACCIDENT	->	(Not Mapped)	--no hint yet--
905	VEHA-HITRUN	HIT AND RUN	->	(Not Mapped)	--no hint yet--
906	VEHA-HITRUN-INJ	HIT AND RUN WITH INJURIES	->	(Not Mapped)	--no hint yet--
907	VEHA-INJ	VEHICLE ACCIDENT WITH INJURIES	->	(Not Mapped)	--no hint yet--
908	VEHA-INJ_MULTI	VEHICLE ACCIDENT WITH MULTIPLE INJ	->	(Not Mapped)	--no hint yet--
909	VEHA-INJ_SINGLE	VEHICLE ACCIDENT WITH SINGLE INJURY	->	(Not Mapped)	--no hint yet--
910	VEHA-LG_VEH	ACCIDENT - LARGE SIZE VEHICLES	->	(Not Mapped)	--no hint yet--
911	VEHA-OTH	OTHER VEHICLE ACCIDENT	->	(Not Mapped)	--no hint yet--
912	VEHA-SM_VEH	ACCIDENT - SMALL SIZE VEHICLES	->	(Not Mapped)	--no hint yet--
913	VEHA-STRND_MOTO	STRANDED MOTORIST	->	(Not Mapped)	--no hint yet--
914	VEHA-TEST	TEST ONLY - VEHICLE ACCIDENT	->	(Not Mapped)	--no hint yet--
915	VEHA-UNK	UNKNOWN VEHICLE ACCIDENT	->	(Not Mapped)	--no hint yet--
916	VEHA-WATER	ROAD VEHICLE IN WATER	->	(Not Mapped)	--no hint yet--
917				(Not Mapped)	--no hint yet--
918				(Not Mapped)	--no hint yet--
919				(Not Mapped)	--no hint yet--
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994				(Not Mapped)	--no hint yet--
995				(Not Mapped)	--no hint yet--

Exhibit 8
City of Burleson Addendum to Vendor's Contract Additional Provisions

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: CentralSquare Technologies, LLC

Vendor Address: 1000 Business Center Drive, Lake Mary, FL 32746

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law, subject to Section 19 of the Agreement.C
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.
14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. *The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas*

Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.

16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern _____ and _____ control.
17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

For the Vendor:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 9
Various Operational Scenarios Documents



CENTRAL**SQUARE**

TECHNOLOGIES

Enterprise CAD Standard Alphanumeric Paging Interface

Operational Scenario Document

Public Safety and Justice

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Documentation

The Documentation team maintains this document.
To contact the Documentation team, email documentation@centralsquare.com.

Connect Community

To access additional documentation, articles, and forums, visit community.centralsquare.com.

Education and Training

To contact the Customer Education team, email csu@centralsquare.com or call (800) 727-8088.
To find continuing education opportunities, visit train.superion.com/csu.

Support

To access the Customer Support Portal, visit support.centralsquare.com.
To contact the Support team, call (888) 663-7877.

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1 Revisions

Date	Rev. No.	Author	Comments
08/27/2020	1	N. Novak	Document created

2 Overview

The Inform CAD Paging Interface is a standard alphanumeric paging interface to provide sending text “paging” messages to a paging system vendor(s) using PET/TAP, WCTP, SMTP, or SNPP paging protocols, for delivery to the intended recipients.

Note: Currently, SMS is not directly supported. SMS functionality can be achieved using SMTP protocol to vendors’ SMTP-to-SMS gateways, for vendors that support such service.

For connection to vendors using TAP protocol, CentralSquare recommends the use of a constant connection to the paging provider – such as a leased line – to facilitate rapid pager activation; however, dial-up connections are supported through this Interface.

For connection to vendors using Internet protocols, the customer will be required to establish access from the Paging Server interface to the Internet (and SMTP relay service for SMTP paging).

This Paging Interface will allow Inform CAD to send predefined and manually created pager messages to alphanumeric pagers. Automatic pages are limited to those defined in the paging setup utility defined in the Inform CAD documentation.

CentralSquare is not responsible for any equipment, software or services needed by the paging vendors.

CentralSquare is responsible for providing and initially configuring the Inform CAD Paging Interface software, and the method of connection. The customer is responsible for the paging vendors, any necessary cabling, or communications connections, and arrangement and funding of any work. The customer is also responsible for building the Inform CAD paging formats and entering pager assignment information, including page groups. The customer understands that changes made by the paging vendor(s) and/or network, including the format of expected data, may disrupt the operation and functionality of this interface.

3 External Prerequisites and Constraints

3.1 External System

3.1.1 Communications Infrastructure

- The network infrastructure shall support a persistent TCP/IP (or serial/modem, where applicable) connection from the Enterprise CAD interface to the client paging vendor(s).

3.2 Enterprise CAD System

3.2.1 Enterprise CAD

- Vehicles and Personnel are configured in Enterprise CAD's System Administrator, including adding Pager PIN's to each vehicle and/or person to receive pages.

3.2.2 Enterprise CAD Interface

- The interface shall be hosted on a server meeting the minimum requirements of an Enterprise CAD interface server as documented in the *Enterprise Suite System Planning Guide*.

3 Operational Scenarios

3.1 Use Case: Incident Events

Several events within Inform CAD may trigger pre-formatted pages to be sent to individual pagers or groups of pagers. The Inform CAD Paging and Dialing Setup Utility (refer to Inform CAD User Guide) will allow the System Administrator to define the content and format of each message by jurisdiction, and who will be notified, if anyone, for each event. These events include:

- Too Long in Wait Queue
- Response Address Change
- Response Priority Change
- Last Response Comment Added
- Response Custom Time Stamps
- Response Custom Data Fields
- Response Times Call Completed
- Comment Notification
- Response Group Page
 - Based on Initial Assign commit;
 - Provides filtering based on hierarchy/Response Area with optional criteria including Incident Type, Problem/Nature, Alarm Level, and Premises;
 - Sends notification to page group(s) selected in the configuration.

3.2 Use Case: System Events

Several events within Inform CAD may trigger pre-formatted pages to be sent to individual pagers or groups of pagers. The Inform CAD Paging and Dialing Setup Utility (refer to Inform CAD User Guide) will allow the System Administrator to define the content and format of each message by jurisdiction, and who will be notified for each event. These events include:

- Facility Divert
- SSM Level Page

3.3 Use Case: Unit Events

Several events within Inform CAD may trigger pre-formatted pages to be sent to individual pagers or groups of pagers. The Inform CAD Paging and Dialing Setup Utility (refer to Inform CAD User Guide) will allow the System Administrator to define the content and format of each message by jurisdiction, and who will be notified for each event. These events include:

-
- Response Information (Dispatch Event)
 - All Response Comments (Dispatch Event)
 - Too Late Out of Chute
 - Late Scene Arrival
 - Too Long at Scene
 - Late Turn Around at Hospital
 - Response Times Delayed Available
 - Response Times Call Cancelled
 - Response Times at Hospital
 - Post Assignment
 - Depart Scene Pre-Scheduled Call
 - Depart Scene Emergency Call

3.4 Use Case: Manual Events

The system will allow users with appropriate security access to send manual pages at any time if users are logged into Inform CAD, pages may be sent to the following destinations:

3.4.1 Use Case: Paging Personnel

The user may page one or more personnel from the Page Distribution Utility located in the Inform CAD tool bar.

3.4.2 Use Case: Paging Pre-defined Locations

The Page Distribution Utility will allow users to page one or more locations pre-defined in the Location Builder using information contained in the setup utility.

3.4.3 Use Case: Paging Stations

The Page Distribution Utility will allow users to page one or more locations pre-defined in the Location Builder using information contained in the setup utility.

3.4.4 Use Case: Paging Groups

Using the Inform CAD Popup List Utility, the user may define one or more paging groups. These groups may contain one or more people with pagers assigned in their personnel file and/or one or more vehicles with pagers assigned in their configuration.

3.4.5 Use Case: Paging Vehicles

Send manual pages at any time as long as users are logged into Inform CAD. Any vehicle on duty may be paged with free form text or short hand comments.

3.4.6 Use Case: Quick Paging

A manual page may be sent from the command line or from the page distribution utility at any time as long as users are logged into Inform CAD. From the command line, the user can send the following message types to a vehicle, user or group:

- **Response Information** – this will send the initial response page information.
- **Response Custom Time Stamps** – the page will inform the vehicle of any custom time stamps for their assigned incident.
- **Response Times** – a page will be sent to the vehicle showing their time stamps for their assigned incident.
- **All Response Comments** – will send all comments on the assigned incident to the vehicle.
- **Free form text** – any text entered will be sent to a vehicle even if they are not currently assigned to an incident.
- **Shorthand Comments** – shorthand comments entered the text area will be expanded and transmitted.

3.5 Use Case: Notification of Unsuccessful Page

The interface will contain a setup utility that allows the administrator to select notification groups, individuals or machines that should receive a message when an unsuccessful page is processed by the interface. The utility will allow for the administrator to make multiple selections from the following:

- Inform CAD Messaging – designated employee position groups
- Entries to the Inform CAD Activity log

3.6 Use Case: Logging

The interface shall log all page requests and results to the database. The Page Log Viewer, a Inform CAD Module, shall be viewable by users with the appropriate authority.

The interface shall also log data process details of the interface. The data will be recorded into a log that the System Administrator can view. This information will not be displayed to the Inform CAD user and is primarily used for diagnostic purposes. The file name and location (path) of the logs are predetermined (Q Drive).

The interface maintains the log files. As the logs reach their maximum size, the interface archives the current log file by modifying the filename with a date and time stamp string and creates a new active/current file. The interface maintains a set number (configurable) of archived log files. When the maximum allowed number of archived log files is reached, the

interface will delete the oldest archived log file before archiving the current log file. Under this configuration there is little concern of the logging affecting system performance.

4 Additional Design Constraints

No.	Design Constraint	Description	Notes
1	Location	Location of Inform CAD Interface shall support dial-up or direct connect modems, or Internet access to paging vendors.	<p>Serial connection(s) should be through RS-232 data cable of no more than 50 feet without special considerations to prevent data loss.</p> <p>Third-party, network-based serial port replication products are available that may accommodate extended distances.</p>
2	Specifications for Inform CAD Interface Server	The Interface will be located on a server resident on the Inform CAD system local area network. This program will run under an approved version of Windows on a machine that meets CentralSquare's hardware specifications.	The latest release of the "Inform CAD Planning Document" and Inform CAD version and service pack release note provide details on hardware, software and infrastructure requirements.

5 Glossary

Term	Definition
CentralSquare	CentralSquare Technologies
SA	Client System Administrator
Interface	The software module described herein
Inform CAD	The CentralSquare Computed Aided Dispatch software product
Users	Customer personnel who perform dispatcher and call-taking functions
SA	Client System Administrator
Interface	The software module described herein

6 Implementation Tasks and Assumptions

The IRD process will be to submit a copy of this document for customer review. If functionality beyond the existing functionality of this standard interface is required, the customer will work with CentralSquare to develop detailed changed control(s) to be approved by both the customer and CentralSquare. Functionality defined by the change control process may result in additional costs to the customer, and extend the time required for implementation.

After customer review of this document, CentralSquare will work with the customer to complete a detailed Alphanumeric Paging Interface Configuration Document, indicating selected feature options and data mapping. The Configuration Document will provide CentralSquare Engineering staff the necessary details to install and initially configure the interface.

7 Disclaimer

This document, and the information contained herein, is proprietary and confidential to CentralSquare Technologies. Disclosure of this information to any third party, corporation, agency, or other entity of any kind without the express written permission of CentralSquare Technologies is strictly prohibited.



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TECHNOLOGIES

ASAP Interface

Operational Scenarios Document

[Keywords]

Public Safety and Justice

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The Documentation team maintains this document.
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Connect Community

To access additional documentation, articles, and forums, visit community.centralsquare.com.

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To contact the Customer Education team, email csu@centralsquare.com or call (800) 727-8088.
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1 Revisions

Date	Rev. No.	Author	Comments

2 Overview

The Automated Secure Alarm Protocol (ASAP) is an American National Standard developed jointly by APCO and The Monitoring Association and approved by the American National Standards Institute. NLETS is a partner in the program and uses its systems to provide a data bridge between both systems. Using ASAP, Central Station alarm companies such as Vector Security, Rapid Response, and ADT can transmit alarm data electronically to Central Square's Inform CAD, reducing the potential for human error and call volume, and results in a decreased response time for Calls for Service.

This document describes the operational workflow of the ASAP Interface as it relates to Inform CAD. It generally describes the prerequisites of external and internal systems that are integral to the function of the Interface, along with operational scenarios on how the Interface functions. This document also references external parties, such as COMMSYS and state representatives, which play a role in the overall implementation of the Interface. The implementation of ASAP on a client's system shall be a joint effort between the COMMSYS Consultant, the client, CentralSquare Engineers, and any supporting representatives from state entities providing NLETS services.

3 External Prerequisites and Constraints

3.1 External System

3.1.1 State Connection to NLETS and Support of ASAP Messaging

- a) The COMMSYS Consultant and the Client shall verify if the Client has access to NLETS and are authorized to received messages via the NLETS system.
- b) The COMMSYS Consultant and the Client shall verify if the State in which the Client resides supports ASAP messaging.

3.1.2 Requesting ORI's and PSN's

ORI's are required to provide means of directing traffic to the appropriate environment. Be it production NLETS messages to Production Inform CAD or Test NLETS messages to Test Inform CAD.

- a) The COMMSYS Consultant and the Client shall request and obtain ORI's from the State for the implementation of this interface. One ORI will be used for the Production Environment and the second ORI will be used in the Test/Training Environment.
- b) A PSN is the mnemonic the ASAP interface sends in the ALR message to the State. If required, the State will provide PSN's along with the ORI's.

3.2 Inform CAD System

3.2.1 Inform CAD

- a) The System Administrator shall update Inform CAD to version 5.7.37 or newer.
- b) Ensure TriTech.VisiNetBrowserRemoteProcess is running. This process is used to generate multi-agency responses.

3.2.2 Trittech Message Switch (TTMS)

- a) The System Administrator shall update TTMS to version 1.4.4 or newer.
- b) TTMS State Provider must support ALQ and ALR messages.

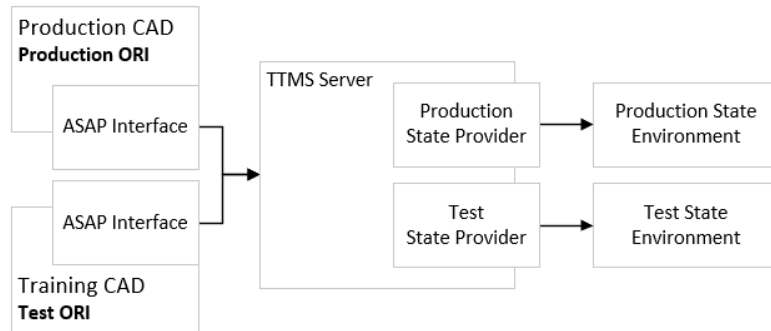
3.2.3 Inform CAD Interface

- a) The interface shall be hosted on a server meeting the minimum requirements of an Inform CAD Interface server as documented in the *Inform Suite System Planning Guide*.

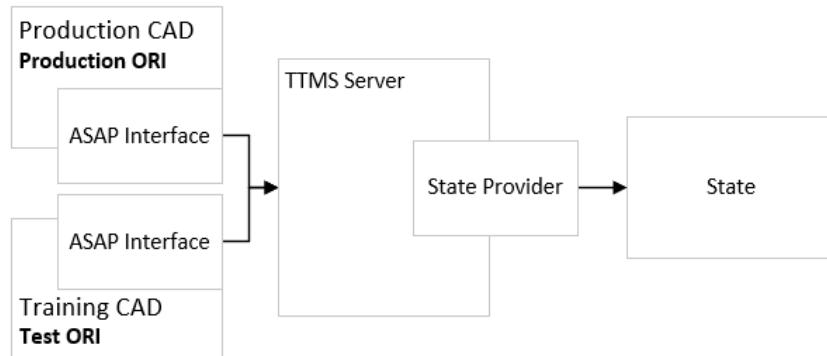
4 Configurability

Each configuration piece described in this section shall be implemented into any applicable Inform CAD environment, i.e., Production or Test/Training. These settings and the parameters for each, will be discussed in detail in the Interface Configuration Document. There are different variations of connection methods between Inform CAD, TTMS, and the State, which depend on the Client's infrastructure. The available options are depicted below:

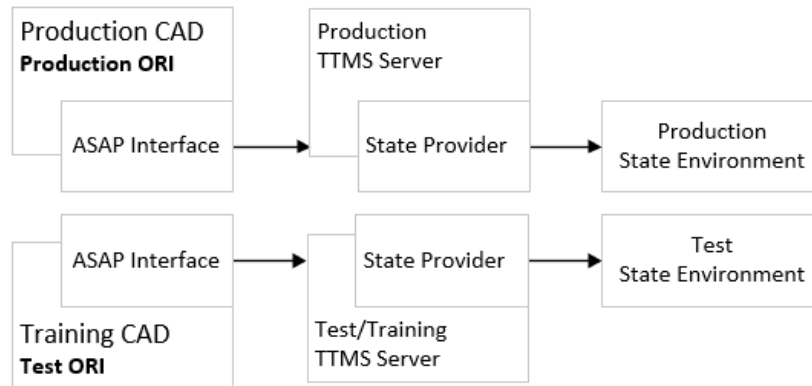
- a) Production and Test/Training Inform CAD Environments; One TTMS Server; Two State Connections.



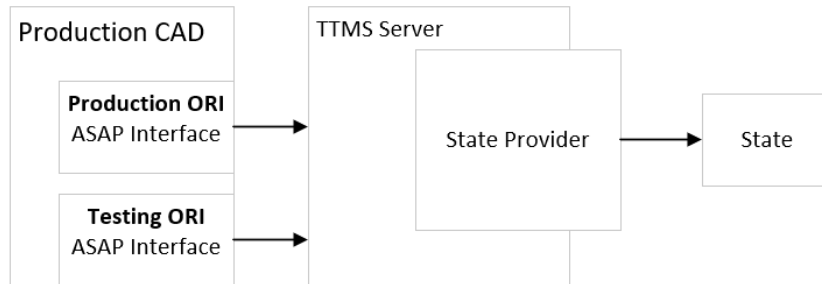
- b) Production and Test/Training Inform CAD Environments; One TTMS Server; One state connection.



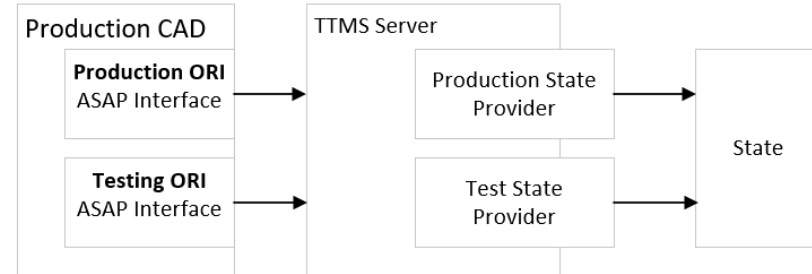
- c) Production and Test/Training Inform CAD Environments; Two TTMS Servers; Two State connections.



- d) Production Inform CAD Environment; One TTMS; One State Connection.



- e) Production Inform CAD Environment; One TTMS; Two State Connections.



4.1 Connectivity

4.1.1 Agencies, ORI's, and PSN's

- The CentralSquare Engineer shall configure the appropriate ORI and PSN provided by the Client.
- The CentralSquare Engineer shall configure the agencies within Inform CAD that are designated to receive Alarms messages via ASAP.

4.1.2 TTMS

- a) The CentralSquare Engineer shall configure the TTMS server to be used as a broker between the ASAP interface and the State's NLETS services.

4.2 Interface Configuration

4.2.1 Problem Cross-Reference

The Consultant and the Client shall create the Problem Cross Reference table. This table defines the mapping of Alarm Company Alarm Events to Inform CAD Problem codes.

- a) The CentralSquare Engineer shall input the table values into the ASAP interface configuration for each agency.

Note: Each agency will have its own term for Call Problem. Variations may include Incident Type, Signal, Call Nature, or Call Type.

4.2.2 Geo-Validation

The ASAP interface will reject any Alarm sent to the PSAP if it does not meet address verification requirements. The ASAP interface will use the LocationName or StructuredAddress which consists of a parsed StreetNumber, StreetName, AddressBuildingText, AddressSecondaryUnitText, LocationCityName, LocationCountyName, and LocationStateName during geo-validation. The ASAP interface searches based on the spelling of each field. To ensure the expected address to be found, the fields must match exactly. When **Require AlarmEvent Building and Apartment to match CAD data** is disabled if all the fields do not match the data within CAD, the ASAP interface will find the best match based on the fields sent from the Alarm Company. If a Building is available but the SecondaryUnit is not, the ASAP interface will try to find the best match where the building matches. If the SecondaryUnit is available and the Building is not, the ASAP interface will find the best match where the SecondaryUnit matches. If both the Building and SecondaryUnit are not available, or an exact match is not found for those fields, the ASAP interface will find the best match based on the other available fields. When **Require AlarmEvent Building and Apartment to match CAD data** is enabled, all of the fields must match data within CAD for Geo-Validation to succeed. If an address fails, the Alarm company shall adjust their GIS data to match the values, spelling, or format as seen in Inform CAD. Exceptions to this rule exists when the Client's Inform CAD system contains City/County values that differ from the proper City/County name.

- a) The CentralSquare Engineer shall map City/County values from Inform CAD to proper City/County names if the system values differ from the proper City/County name.
 1. For example, 'San Diego [SD]' → 'San Diego', or 'San Bernardino*' → 'San Bernardino'

If a match is not an exact match, meaning all the available fields do not match exactly, a Geo-Validation warning is available to the dispatcher. See section 4.2.5.

For AddressVerification requests, the interface requires an exact match on all of the fields in order to return an Address Validation Only Good Address response.

4.2.3 Response Area Filter

The ASAP interface will receive address verifications from Alarm Companies. If an address is geo-validated, it will associate the address point to a response area. If the response area is listed as an exclusion within the Interface configuration, then it will reject the Alarm sent by the Alarm Company.

- a) The Client shall determine which Response Areas, if any, are to be excluded from being able to receive Alarms from Alarm Companies.
- b) The CentralSquare Engineer shall configure any exclusions or inclusions, based on the client's needs or requirements.

4.2.4 Alarm Rejection

The ASAP Interface can be configured to automatically reject specific Alarm Events. This feature could be used during inclement weather situations such as hurricanes, earthquakes, or storms, that may trigger a high number of erroneous alarms. This configuration is turned off by default.

- a) The CentralSquare Engineer shall inform the Client about this feature and demonstrate how it can be enabled.

4.2.5 Advisor Alerts

That ASAP interface has four standard Advisor Alerts that are used to notify a CAD Users during key situations in Alarm message transactions. Those key situations are described below:

- I. **Text from Alarm Company** - Notifies the dispatcher that the alarm company agent has sent a text message to CAD.
- II. **ASAP Geo Validation Warning** - Notifies the dispatcher on condition where the alarm address was successfully geo validated, but a potentially better location can be chosen if the dispatch re-geo validates the incident address again.
- III. **ASAP Alarm Accepted** - Notifies that an alarm company sent an alarm and the alarm was accepted, and so the incident was created.
- IV. **Failed Sending Update to ASAP** - Notifies the dispatcher when the ASAP interface has failed sending the text to the alarm company.
 - a) The CentralSquare Engineer shall configure four Advisor Alerts with default settings.

4.2.6 PowerLine

The PowerLine command Send Text to Alarm Company (STTAC, which configurable, see below) provides the ability for a user to send a text message to an ASAP Alarm Vendor via the PowerLine.

- a) The CentralSquare Engineer shall configure a PowerLine Command.

5 Operational Scenarios

5.1 Receiving ASAP Alarms

5.1.1 Preconditions

- a) Inform CAD is running without any impactful system health issues reported.
- b) The Interface is properly configured on an interface server where the VisiNet Service is turned on and running and
- c) The Interface is configured following one of the five connection types depicted in Section 4.
- d) TTMS is installed and operational without any connection errors to the State.
- e) Response Areas must be pre-configured in Inform CAD.

5.1.2 Workflow Details

- a) An Alarm Company Sends an Alarm to the PSAP.
 - b) The information flows from the Alarm Company, through NLETS, to the State entity providing PSAP's with NLETS services, to the agency's TriTech Message Switch, to the ASAP Interface, and finally to the Inform CAD User.
 - c) As the Alarm message hits the ASAP Interface, it initiates an address geo-validation that validates the address, City (if required, see Section 4.2.2), and County (if required, see Section 4.2.2). Address Geo-Validations will generally pass if it meets the following criteria:
 - 1. When a location name and address sent from the Alarm Company matches a location name and address in Inform CAD;
 - 2. When a single exact match is produced;
 - 3. When multiple "exact" matches are produced (i.e., address points and centerlines);
- Note:** Multiple exact matches will generate a notification to the dispatcher that better address matches may be available (Advisor Alert described in Section 4.2.5 ASAP Geo Validation Warning).
- 4. When no street address is present, and a match is produced using two intersecting streets;
 - 5. When no street address or cross streets are present, and a match is produced using coordinates.
 - d) If an address is rejected, the ASAP Interface will send a "Rejected" message to the originating Alarm Company.
 - e) If an address is still valid, the ASAP Interface will determine what Response Area the address is found in.
 - 1. If a Response Area is configured to be excluded as described in Section 4.2.3, the ASAP Interface will reject the Address and send a "Rejected" message to the originating Alarm Company.

- f) The ASAP Interface shall send an “Accept” message to the originating Alarm Company when the resulting Response Area is not excluded as described in Section 4.2.3.
- g) An incident shall be created and be placed in the Pending Incident Queue in CAD.
- h) When a Response Area contains default assignments for radio channels, the Interface shall write the Command Channel and Primary TAC channel defaults to the Incident.
- i) Once an Incident is placed in the Pending Incident Queue, a Dispatcher can double-click on the pending incident to view incident details and perform any updates to the incident.
- j) When a unit, or units, are assigned to the incident, arrive on scene, or cancel their response, the Interface shall automatically send one update message per incident event (dispatched, arrive on scene, or cancel) to the originating Alarm Company.
- k) As the Incident gets closed, the Interface shall automatically send to the originating Alarm Company a message denoting that the call has been closed and include any disposition code and description if available.

5.2 Messaging with ASAP

Inform CAD allows the dispatcher to communicate with the Alarm Company’s representative through the Inform CAD incident window. Simple PowerLine Commands allows the Dispatcher to send messages and Advisor Alerts notify the Dispatcher when messages come into the incident window.

5.2.1 Preconditions

1. Preconditions listed in 5.1.1 shall be met.
2. An Incident shall exist in the Pending Incident Queue and have an Incident ID assigned
3. The Incident: Send Text to Alarm Company PowerLine shall be properly configured

5.2.2 Workflow Details

- a) A Dispatcher shall enter the following:
 1. The required configurable command into the PowerLine Command Field (Default: ASAP)
 2. The required Incident ID of the Incident
 3. The message desired to be sent.
- b) The message shall be sent through the Interface once the Dispatcher hits “Enter” on the keyboard.
- c) The message shall be added to the Incident window’s Comment/Notes tab.
- d) When an Alarm Company Representative sends the Inform CAD User a message, an advisor alert will notify the Dispatcher that a message has been received.

-
- e) The message sent from the Alarm Company will be added to the Incident Window's Comment/Notes tab.

6 Roles

Role	Definition
CAD Administrator	Person responsible for ongoing configuration of the CAD system. This person may be the same as the System Administrator.
CAD User	Person who has an active role to play within the CAD user base and who regularly uses the CAD system to perform that role.
System Administrator	Person responsible for daily maintenance of the system (e.g., database backups, routine maintenance tasks etc.).
CentralSquare Engineer	Person responsible for initial installation, configuration, and integration testing of the Interface.
COMMSYS Consultant	Person who will drive the ASAP implementation and manage the integration with the Alarm Companies that each Client conducts business with.
Alarm Company	Any Alarm Company that will be sending Alarm messages to the PSAP through the ASAP Interface.

7 Glossary

Term	Definition
CentralSquare	CentralSquare Technologies
Administrator	Client System/Agency/Interface Administrator
Interface	The software module described herein
Enterprise CAD	The CentralSquare Computer Aided Dispatch software product
Users	Customer personnel who perform dispatcher and call-taking functions
State	The State entity that provides NLETS services to the Client
TTMS	TriTech Message Switch. Message broker between the State and the ASAP interface
PSAP	Public Safety Answering Point
NLETS	National Law Enforcement Telecommunications System
ASAP	Automated Secure Alarm Protocol

8 Disclaimers

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CENTRAL**SQUARE**

TECHNOLOGIES

Enterprise CAD External System to Inform CAD Data Transfer Interface (Premise)

Operational Scenario Document

Public Safety and Justice

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1 Revisions

Date	Rev. No.	Author	Comments
10/16/2019	1	A. Durnan	Initial draft

2 Overview

CentralSquare Technologies provides the standard External System to Inform CAD Data Transfer Interface to provide the ability to import and update premise records from an external source.

This is a single directional interface from the external source (typically an RMS) to Enterprise CAD. The interface will enable information that is entered or edited on the external system to propagate to the Enterprise CAD system. Any premise information added or edited within the Enterprise CAD system will be allowed, but the changes will not be updated back to the external system.

Note: Premise data entered or modified manually within Enterprise CAD is subject to being overwritten by the Enterprise CAD interface as updates from the external source are processed.

The architecture uses a method of data transfer based on file transfer from the external source. This preferred approach requires the external source to generate formatted files to be staged and processed by the interface. Typically, creation of the formatted files is done as the premises records are created and modified within the external system, although batch handling of files is supported by the interface.

The external source will not be responsible for the enforcement of any business rules or data integrity associated with the Enterprise CAD system, as these would be the responsibility of the interface.

Note: While multiple external systems may provide input to the interface in the specified format, the interface relies on the coordination (manual or otherwise) of the external systems to avoid contention issues (i.e., configured interface defaults and cross-references are not specific to individual external systems, and premise code and premise name conventions must be coordinated outside the interface). Even when multiple instances of the interface are licensed, configured, and implemented uniquely for separate external systems, the code and name values must be coordinated externally to avoid contention issues.

This document will describe the system environment, constraints and functionality. It will outline use cases describing interface functionality and any identified design constraints. The proposed architecture for this interface will be one where the external system shall deposit premise information in the form of XML-formatted files into a shared directory. The XML files shall reference a single premise and contain either location information, personnel contact information, caution notes, hazmat information, or alarm zone information associated with the premise.

The interface will poll the shared directory. When a file with the specified naming convention is deposited in the shared directory, the interface will read and process the contents of the files as follows.

1. For base premise record files (see Appendix C for a sample file), attempt to match the information in the XML file to an Inform CAD premise record. The interface will insert or update the Inform CAD premise record based on the information contained in the XML file.
2. For premise contact record files (see Appendix C for a sample file), attempt to match the information in the XML file to an Inform CAD premise contact record. The interface will insert, update, or delete the Inform CAD premise contact record based on the information contained in the XML file.
3. For premise hazmat record files (see Appendix C for a sample file), attempt to match the information in the XML file to an Inform CAD premise hazmat record. The interface will insert, update, or delete the Inform CAD premise hazmat record based on the information contained in the XML file.
4. For premise caution note record files (see Appendix C for a sample file), attempt to match the information in the XML file to an Inform CAD premise caution note record. The interface will insert, update, or delete the Inform CAD premise caution note record based on the information contained in the XML file.
5. For premise alarm zone record files (see Appendix C for a sample file), attempt to match the information in the XML file to an Inform CAD premise alarm zone record. The interface will insert, update, or delete the Inform CAD premise alarm zone record based on the information contained in the XML file.
6. For premise attachment files (see Appendix C for a sample file), attempt to match the information in the XML file to an Inform CAD premise and local attachment file. The interface will insert the Inform CAD premise attachment record based on the information contained in the XML file.

The Inform CAD interface will remove the processed file from the shared directory and create a results file to indicate the success level of the process and identify possible errors.

3 External Prerequisites and Constraints

Review the following prerequisites and design constraints to ensure the external system meets these requirements.

3.1 Unique Premise Code and Premise Name

The premise code and premise name field coming from the RMS must be a unique value when imported into Enterprise CAD. The interface shall update the sole unique record that exists. Enterprise CAD shall not permit multiple premise records with non-unique premise code and premise name values.

It is a requirement the key fields in the two databases match so imported records can be matched to locate existing data in Enterprise CAD.

The field used for matching purposes is the Enterprise CAD premise code field. This shall be used as the key field for updating premise records and creating and updating related data, such as location information.

3.2 XML File Format

Files shall be in XML format. [Appendix C](#) provides sample XML files containing premise information.

3.3 Table Structure

Fields accepted by the interface shall conform to Enterprise CAD table structures. The interface shall truncate incoming data to meet Enterprise CAD field size limitations, including any serialization appended to a value to make it unique.

[Appendix B](#) provides data mapping schema for XML file fields to Enterprise CAD data fields.

3.4 Premise Exclusion

The RMS application shall provide an exclusion filter within the RMS export to ensure there is a way to filter out premise records in the RMS that should not be transferred to Enterprise CAD.

For example, there may be premise records in the RMS application that cannot be mapped within the Enterprise CAD geography (i.e., latitude and longitude coordinates). The exclusion option allows these records to be identified and excluded from being transferred to Enterprise CAD.

4 Configurability

4.1 Business Rules

Business rules are XML documents containing validation settings and definitions for incoming data from the external RMS before insertion of that data into Enterprise CAD. The business rules shall be defined differently and separately for each field. Business rules shall be stored within the Enterprise CAD database for retrieval by the interface.

For all fields, there are sets of common edits that may be applied.

- Incoming values (source)
 - What is the name of the incoming XML element containing the data value?
 - What is the data type expected from the external system?
 - What is the maximum number of characters for the incoming value when the data type is a string?
- Enterprise CAD fields (destination)
 - What is the name of the table column that will contain the incoming data value?
 - What is the data type for the Enterprise CAD table column?
 - What is the maximum number of characters for storing the value when the data type is a string?
- Edits (modifications required when constraints disallow certain values)
 - What is the default value if no value is provided and a value is required?
 - Indication if a value is required (an error will result if a value is required and no default is provided)
 - If a value is not required, can the interface submit a NULL value?
 - Are duplicate values acceptable across records of the same type?

To validate the incoming fields, the interface shall apply the specified business rules prior to applying Enterprise CAD table inserts and updates. Business rules are configurable by the Systems Engineer and are established during interface implementation.

4.2 Cross-Reference Tables and Default Values

The interface shall provide the ability to cross-reference jurisdictional values from the external source to match the values in the corresponding Enterprise CAD hierarchy. Default values (i.e., location type, etc.) and required fields (i.e., location type, phone type, etc.) can be applied when a value is not provided in the XML file. Default values

are part of the business rules and cross-reference tables are established as part of the interface configuration profile and stored in the Enterprise CAD database as virtual tables.

When an XML file is retrieved by the interface, the interface shall check for and apply appropriate matching cross-references or defaults. If none exist, the values provided in the XML file shall be used in attempting to populate the corresponding fields in the Enterprise CAD premise record.

Note: The cross-references and defaults are global to the interface, including when multiple systems are supplying data (i.e., not specific to the source supplying the data). However, each separate instance of the interface may be configured uniquely, including the cross-references.

5 Operational Scenarios

5.1 Use Case: User Creates New Premise Record in RMS

When the end-user creates a new premise record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall build a premise record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.1.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise (i.e., a single premise record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2001". This value shall be contained in the <MESSAGETYPEID> element within the XML file to identify the type of data contained within the XML document.

5.1.2 Workflow Details

1. The end-user creates a new premise record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGETYPEID> element shall contain the value, "2001" to designate the record type as premise information.
 - c. The <ROWID> element shall contain the **premise code** from the external RMS. This value shall be used as the unique identifier for the record.

-
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format
YYYYMMDDHHMMSSSSS.
 4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as
Premise_YYYYMMDDHHMMSSmsec.xml.
 5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
 6. The interface shall determine if the consumed file meets the requirements for a valid premise record.
 - a. When the file contents meet the requirements for a valid premise record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise record contents. This XML file shall be written to the configured network location designated for error response files.
-

-
- c. The interface shall follow the standard logging process to document the actions taken to validate the premise record.
 7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code contained within the XML file against premise codes recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise record is new (**INSERT** transaction) and the premise code **does not exist** in Enterprise CAD, the interface shall compose a premise record and insert it into the Enterprise CAD database. The interface shall keep the XML directive as an **INSERT** transaction.
 - b. When the XML directive indicates the premise record is new (**INSERT** transaction) and the premise code **does exist** in Inform CAD, the interface shall compose a premise record and update the existing one in the Enterprise CAD database. The interface shall change the XML directive to be an **UPDATE** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise record and any success or error conditions arising from such actions.

5.2 Use Case: User Updates Existing Premise Record in RMS

When the end-user updates an existing premise record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.2.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise (i.e., a single premise record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".

- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as “2001”. This value shall be contained in the <MESSAGETYPEID> element within the XML file to identify the type of data contained within the XML document.

5.2.2 Workflow Details

1. The end-user updates an existing premise record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGETYPEID> element shall contain the value, “2001” to designate the record type as premise information.
 - c. The <ROWID> element shall contain the **premise code** from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, “Premise_” at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format
YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.

-
- a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
 5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
 6. The interface shall determine if the consumed file meets the requirements for a valid premise record.
 - a. When the file contents meet the requirements for a valid premise record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise record.
 7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code contained within the XML file against premise codes recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise record is existing (**UPDATE** transaction) and the premise code **does exist** in Enterprise CAD, the interface shall compose a premise record and update the existing one in the Enterprise CAD database. The interface shall keep the XML directive as an **UPDATE** transaction.
 - b. When the XML directive indicates the premise record is existing (**UPDATE** transaction) and the premise code **does not exist** in Enterprise CAD, the interface shall compose a premise record

and insert it into the Inform CAD database. The interface shall change the XML directive to be an **INSERT** transaction.

- c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise record and any success or error conditions arising from such actions.

5.3 Use Case: User Deletes Existing Premise Record in RMS

When the end-user deletes an existing premise record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Infor Enterprise m CAD database schema.

5.3.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise (i.e., a single premise record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2001". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.3.2 Workflow Details

1. The end-user deletes an existing premise record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.

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- b. The <MESSAGETYPEID> element shall contain the value, “2001” to designate the record type as premise information.
 - c. The <ROWID> element shall contain the **premise code** from the external RMS. This value shall be used as the unique identifier for the record.
 3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, “Premise_” at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
 4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
 5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
 6. The interface shall determine if the consumed file meets the requirements for a valid premise record.
 - a. When the file contents meet the requirements for a valid premise record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise record.
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7. The interface shall determine if the file contents indicate an existing record by comparing the premise code contained within the XML file against premise codes recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise record is to be deleted (**DELETE** transaction) and the premise code **does exist** in Enterprise CAD, the interface shall update the existing premise record by setting the status to “inactive” as Enterprise CAD does not allow the deletion of premise records due to relational constraints with other records.
 - b. When the XML directive indicates the premise record is to be deleted (**DELETE** transaction) and the premise code **does not exist** in Enterprise CAD, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise record and any success or error conditions arising from such actions.

5.4 Use Case: User Creates New Premise Contact Record in RMS

When the end-user creates a new premise contact record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise contact and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., “Premise_”) and when found shall build a premise record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.4.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise contact (i.e., a single premise contact record).
- The external RMS system shall write XML files with a filename that begins with the string, “Premise_”.
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.

- The business rule number for this interface is identified as “2002”. This value shall be contained in the <MESSAGETYPEID> element within the XML file to identify the type of data contained within the XML document.

5.4.2 Workflow Details

1. The end-user creates a new premise contact record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGETYPEID> element shall contain the value, “2002” to designate the record type as premise contact information.
 - c. The <ROWID> element shall contain the **premise code and phone type** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, “Premise_” at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise contact record.

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- a. When the file contents meet the requirements for a valid premise contact record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise contact record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise contact record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise contact record.
 7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and phone type contained within the XML file against premise codes/phone types recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise contact record is new (INSERT transaction) and the premise code/phone type do not exist in Enterprise CAD, the interface shall compose a premise contact record and insert it into the Enterprise CAD database. The interface shall keep the XML directive as an INSERT transaction.
 - b. When the XML directive indicates the premise contact record is new (INSERT transaction) and the premise code/phone type do exist in Inform CAD, the interface shall compose a premise contact record and update the existing one in the Enterprise CAD database. The interface shall change the XML directive to be an UPDATE transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise contact record and any success or error conditions arising from such actions.

5.5 Use Case: User Updates Existing Premise Contact Record in RMS

When the end-user updates an existing premise contact record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise contact and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise contact record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.5.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise contact (i.e., a single premise contact record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2002". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.5.2 Workflow Details

1. The end-user updates an existing premise contact record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise contact export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2002" to designate the record type as premise contact information.
 - c. The <ROWID> element shall contain the **premise code and phone type** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.

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- a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
 5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
 6. The interface shall determine if the consumed file meets the requirements for a valid premise contact record.
 - a. When the file contents meet the requirements for a valid premise contact record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise contact record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise contact record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise contact record.
 7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and phone type contained within the XML file against premise codes/phone types recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise contact record is existing (**UPDATE** transaction) and the premise code/phone type **do exist** in Enterprise CAD, the interface shall compose a premise contact record and update the existing one in the Enterprise CAD database. The interface shall keep the XML directive as an **UPDATE** transaction.
 - b. When the XML directive indicates the premise contact record is existing (**UPDATE** transaction) and the premise code/phone type **do not exist** in Enterprise CAD, the interface shall compose a premise contact record and insert it into the Enterprise CAD database. The interface shall change the XML directive to be an **INSERT** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise contact record and any success or error conditions arising from such actions.
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5.6 Use Case: User Deletes Existing Premise Contact Record in RMS

When the end-user deletes an existing premise contact record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise contact and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise contact record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.6.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise contact (i.e., a single premise contact record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2002". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.6.2 Workflow Details

1. The end-user deletes an existing premise contact record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2002" to designate the record type as premise contact information.
 - c. The <ROWID> element shall contain the **premise code and phone type** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location

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- accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
- a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
 4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
 5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
 6. The interface shall determine if the consumed file meets the requirements for a valid premise contact record.
 - a. When the file contents meet the requirements for a valid premise contact record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise contact record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise contact record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise contact record.
 7. The interface shall determine if the file contents indicate an existing record by comparing the premise code and phone type contained within the XML file against premise codes/phone types recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise contact record is to be deleted (**DELETE** transaction) and the premise code/phone type do exist in Enterprise CAD, the interface shall delete the existing premise contact record.
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- b. When the XML directive indicates the premise contact record is to be deleted (**DELETE** transaction) and the premise code/phone type do not exist in Enterprise CAD, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise contact record contents. This XML file shall be written to the configured network location designated for error response files.
- c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise contact record and any success or error conditions arising from such actions.

5.7 Use Case: User Creates New Premise Hazmat Record in RMS

When the end-user creates a new premise hazmat record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise hazmat and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall build a premise record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.7.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise hazmat (i.e., a single premise hazmat record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2003". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.7.2 Workflow Details

1. Workflow Details
2. The end-user creates a new premise hazmat record within the external RMS and flags the record to be exported to Enterprise CAD.

3. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGETYPEID> element shall contain the value, "2003" to designate the record type as premise hazmat information.
 - c. The <ROWID> element shall contain the **premise code and chemical name** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
4. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
5. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
6. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
7. The interface shall determine if the consumed file meets the requirements for a valid premise hazmat record.
 - a. When the file contents meet the requirements for a valid premise hazmat record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise hazmat record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the

- error response along with the original premise hazmat record contents. This XML file shall be written to the configured network location designated for error response files.
- c. The interface shall follow the standard logging process to document the actions taken to validate the premise hazmat record.
8. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and chemical name contained within the XML file against premise codes/chemical names recorded in the Enterprise CAD database.
- a. When the XML directive indicates the premise hazmat record is new (**INSERT** transaction) and the premise code/chemical name **do not exist** in Enterprise CAD, the interface shall compose a premise hazmat record and insert it into the Enterprise CAD database. The interface shall keep the XML directive as an **INSERT** transaction.
 - b. When the XML directive indicates the premise hazmat record is new (**INSERT** transaction) and the premise code/chemical name **do exist** in Enterprise CAD, the interface shall compose a premise hazmat record and update the existing one in the Enterprise CAD database. The interface shall change the XML directive to be an **UPDATE** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise hazmat record and any success or error conditions arising from such actions.

5.8 Use Case: User Updates Existing Premise Hazmat Record in RMS

When the end-user updates an existing premise hazmat record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise hazmat and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise hazmat record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.8.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise hazmat (i.e., a single premise hazmat record).

- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2003". This value shall be contained in the <MESSAGETYPEID> element within the XML file to identify the type of data contained within the XML document.

5.8.2 Workflow Details

1. The end-user updates an existing premise hazmat record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise hazmat export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGETYPEID> element shall contain the value, "2003" to designate the record type as premise hazmat information.
 - c. The <ROWID> element shall contain the **premise code and chemical name** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.

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5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
 6. The interface shall determine if the consumed file meets the requirements for a valid premise hazmat record.
 - a. When the file contents meet the requirements for a valid premise hazmat record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise hazmat record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise hazmat record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise hazmat record.
 7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and chemical name contained within the XML file against premise codes/chemical names recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise hazmat record is existing (**UPDATE** transaction) and the premise code/chemical name **do exist** in Enterprise CAD, the interface shall compose a premise hazmat record and update the existing one in the Enterprise CAD database. The interface shall keep the XML directive as an **UPDATE** transaction.
 - b. When the XML directive indicates the premise hazmat record is existing (**UPDATE** transaction) and the premise code/chemical name **do not exist** in Enterprise CAD, the interface shall compose a premise hazmat record and insert it into the Enterprise CAD database. The interface shall change the XML directive to be an **INSERT** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise hazmat record and any success or error conditions arising from such actions.

5.9 Use Case: User Deletes Existing Premise Hazmat Record in RMS

When the end-user deletes an existing premise hazmat record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise hazmat and export

the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise hazmat record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.9.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise hazmat (i.e., a single premise hazmat record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2003". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.9.2 Workflow Details

1. The end-user deletes an existing premise hazmat record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2003" to designate the record type as premise hazmat information.
 - c. The <ROWID> element shall contain the **premise code and chemical name** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.

- a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise hazmat record.
 - a. When the file contents meet the requirements for a valid premise hazmat record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise hazmat record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise hazmat record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise hazmat record.
7. The interface shall determine if the file contents indicate an existing record by comparing the premise code and chemical name contained within the XML file against premise codes/chemical names recorded in the Inform CAD database.
 - a. When the XML directive indicates the premise hazmat record is to be deleted (**DELETE** transaction) and the premise code/chemical name **do exist** in Inform CAD, the interface shall delete the existing premise hazmat record.
 - b. When the XML directive indicates the premise hazmat record is to be deleted (**DELETE** transaction) and the premise code/chemical name

do not exist in Inform CAD, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise hazmat record contents. This XML file shall be written to the configured network location designated for error response files.

- c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise hazmat record and any success or error conditions arising from such actions.

5.10 Use Case: User Creates New Premise Caution Note Record in RMS

When the end-user creates a new premise caution note record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise caution note and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall build a premise record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.10.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise caution note (i.e., a single premise caution note record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2004". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.10.2 Workflow Details

1. The end-user creates a new premise caution note record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.

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- b. The <MESSAGEID> element shall contain the value, “2004” to designate the record type as premise caution note information.
 - c. The <ROWID> element shall contain the **premise code and external caution note ID** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
 3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, “Premise_” at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
 4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
 5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
 6. The interface shall determine if the consumed file meets the requirements for a valid premise caution note record.
 - a. When the file contents meet the requirements for a valid premise caution note record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise caution note record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise caution note record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise caution note record.
-

7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and external caution note ID contained within the XML file against premise codes/external caution note IDs recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise caution note record is new (**INSERT** transaction) and the premise code/external caution note ID **do not exist** in Enterprise CAD, the interface shall compose a premise caution note record and insert it into the Inform CAD database. The interface shall keep the XML directive as an **INSERT** transaction.
 - b. When the XML directive indicates the premise caution note record is new (**INSERT** transaction) and the premise code/external caution note ID **do exist** in Enterprise CAD, the interface shall compose a premise caution note record and update the existing one in the Enterprise CAD database. The interface shall change the XML directive to be an **UPDATE** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise caution note record and any success or error conditions arising from such actions.

5.11 Use Case: User Updates Existing Premise Caution Note Record in RMS

When the end-user updates an existing premise caution note record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise caution note and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise caution note record based on the data contained within the XML file and import the data to the Inform CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.11.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise caution note (i.e., a single premise caution note record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.

- The business rule number for this interface is identified as “2004”. This value shall be contained in the <MESSAGETYPEID> element within the XML file to identify the type of data contained within the XML document.

5.11.2 Workflow Details

1. The end-user updates an existing premise caution note record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise caution note export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGETYPEID> element shall contain the value, “2004” to designate the record type as premise caution note information.
 - c. The <ROWID> element shall contain the **premise code and external caution note ID** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, “Premise_” at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise caution note record.

- a. When the file contents meet the requirements for a valid premise caution note record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise caution note record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise caution note record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise caution note record.
7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and external caution note ID contained within the XML file against premise codes/external caution note IDs recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise caution note record is existing (**UPDATE** transaction) and the premise code/external caution note ID **do exist** in Enterprise CAD, the interface shall compose a premise caution note record and update the existing one in the Enterprise CAD database. The interface shall keep the XML directive as an **UPDATE** transaction.
 - b. When the XML directive indicates the premise caution note record is existing (**UPDATE** transaction) and the premise code/external caution note ID **do not exist** in Enterprise CAD, the interface shall compose a premise caution note record and insert it into the Enterprise CAD database. The interface shall change the XML directive to be an **INSERT** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise caution note record and any success or error conditions arising from such actions.

5.12 Use Case: User Deletes Existing Premise Caution Note Record in RMS

When the end-user deletes an existing premise caution note record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise caution note and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise caution note record based on the data contained within the XML file and import the data to the

Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.12.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise caution note (i.e., a single premise caution note record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2004". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.12.2 Workflow Details

1. The end-user deletes an existing premise caution note record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2004" to designate the record type as premise caution note information.
 - c. The <ROWID> element shall contain the **premise code and external caution note ID** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSS.

4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise caution note record.
 - a. When the file contents meet the requirements for a valid premise caution note record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise caution note record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise caution note record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise caution note record.
7. The interface shall determine if the file contents indicate an existing record by comparing the premise code and external caution note ID contained within the XML file against premise codes/external caution note IDs recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise caution note record is to be deleted (**DELETE** transaction) and the premise code/external caution note ID **do exist** in Enterprise CAD, the interface shall delete the existing premise caution note record.
 - b. When the XML directive indicates the premise caution note record is to be deleted (**DELETE** transaction) and the premise code/external caution note ID **do not exist** in Enterprise CAD, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise caution note record contents. This XML file shall be written to the configured network location designated for error response files.

- c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise caution note record and any success or error conditions arising from such actions.

5.13 Use Case: User Creates New Premise Alarm Zone Record in RMS

When the end-user creates a new premise alarm zone record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise alarm zone and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall build a premise record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.13.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise alarm zone (i.e., a single premise alarm zone record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2006". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.13.2 Workflow Details

1. The end-user creates a new premise alarm zone record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2006" to designate the record type as premise alarm zone information.
 - c. The <ROWID> element shall contain **the premise code and "ZONE" label** (separated by the designated separator character) from the

external RMS. This value shall be used as the unique identifier for the record.

3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise alarm zone record.
 - a. When the file contents meet the requirements for a valid premise alarm zone record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise alarm zone record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise alarm zone record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise alarm zone record.
7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and label contained within the XML file against premise codes/labels recorded in the Enterprise CAD database.

- a. When the XML directive indicates the premise alarm zone record is new (**INSERT** transaction) and the premise code/"ZONE" label **do not exist** in Enterprise CAD, the interface shall compose a premise alarm zone record and insert it into the Enterprise CAD database. The interface shall keep the XML directive as an **INSERT** transaction.
- b. When the XML directive indicates the premise alarm zone record is new (**INSERT** transaction) and the premise code/"ZONE" label **does exist** in Enterprise CAD, the interface shall compose a premise alarm zone record and update the existing one in the Enterprise CAD database. The interface shall change the XML directive to be an **UPDATE** transaction.
- c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise alarm zone record and any success or error conditions arising from such actions.

5.14 Use Case: User Updates Existing Premise Alarm Zone Record in RMS

When the end-user updates an existing premise alarm zone record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise alarm zone and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise alarm zone record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.14.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise alarm zone (i.e., a single premise alarm zone record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2006". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.14.2 Workflow Details

1. The end-user updates an existing premise alarm zone record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise alarm zone export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2006" to designate the record type as premise alarm zone information.
 - c. The <ROWID> element shall contain the premise code and "ZONE" label (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise alarm zone record.
 - a. When the file contents meet the requirements for a valid premise alarm zone record, the interface shall determine the next course of action based on the directive composed within the XML file.

- b. When the file contents do not meet the requirements for a valid premise alarm zone record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise alarm zone record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise alarm zone record.
7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and label contained within the XML file against premise codes/labels recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise alarm zone record is existing (**UPDATE** transaction) and the premise code/"ZONE" label **do exist** in Enterprise CAD, the interface shall compose a premise alarm zone record and update the existing one in the Enterprise CAD database. The interface shall keep the XML directive as an **UPDATE** transaction.
 - b. When the XML directive indicates the premise alarm zone record is existing (**UPDATE** transaction) and the premise code/"ZONE" label **do not exist** in Enterprise CAD, the interface shall compose a premise alarm zone record and insert it into the Enterprise CAD database. The interface shall change the XML directive to be an **INSERT** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise alarm zone record and any success or error conditions arising from such actions.

5.15 Use Case: User Deletes Existing Premise Alarm Zone Record in RMS

When the end-user deletes an existing premise alarm zone record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise alarm zone and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise alarm zone record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.15.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall

- contain data for a single premise alarm zone (i.e., a single premise alarm zone record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
 - The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
 - The business rule number for this interface is identified as "2006". This value shall be contained in the <MESSAGETYPEID> element within the XML file to identify the type of data contained within the XML document.

5.15.2 Workflow Details

1. The end-user deletes an existing premise alarm zone record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
3. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
4. The <MESSAGETYPEID> element shall contain the value, "2006" to designate the record type as premise alarm zone information.
5. The <ROWID> element shall contain the premise code and "ZONE" label (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
6. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
7. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
8. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
9. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
10. The date/time recorded by the operating system attribute DateLastModified.
11. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.

12. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
13. The interface shall determine if the consumed file meets the requirements for a valid premise alarm zone record.
14. When the file contents meet the requirements for a valid premise alarm zone record, the interface shall determine the next course of action based on the directive composed within the XML file.
15. When the file contents do not meet the requirements for a valid premise alarm zone record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise alarm zone record contents. This XML file shall be written to the configured network location designated for error response files.
16. The interface shall follow the standard logging process to document the actions taken to validate the premise alarm zone record.
17. The interface shall determine if the file contents indicate an existing record by comparing the premise code and label contained within the XML file against premise codes/labels recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise alarm zone record is to be deleted (**DELETE** transaction) and the premise code/"ZONE" label **do exist** in Enterprise CAD, the interface shall delete the existing premise alarm zone record.
 - b. When the XML directive indicates the premise alarm zone record is to be deleted (**DELETE** transaction) and the premise code/"ZONE" label **do not exist** in Enterprise CAD, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise alarm zone record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise alarm zone record and any success or error conditions arising from such actions.

5.16 Use Case: User Creates New Premise Attachment Record in RMS

When the end-user creates a new premise attachment within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise attachment and export both the file to be attached and the XML file describing the file to be attached to the designated file share location. The interface shall monitor that location for new files

whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall process the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.16.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise attachment (i.e., a single premise attachment file).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files and attachment files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems. Both the premise attachment record XML file and the premise attachment file reside in the same network share location for processing, so to avoid a race condition, premise attachment files must be loaded into the network share location prior to loading the premise attachment record XML files.
- The business rule number for this interface is identified as "2007". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.16.2 Workflow Details

1. The end-user creates a new premise attachment within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2007" to designate the record type as premise attachment information.
 - c. The <ROWID> element shall contain the **premise code and filename** (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.
3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.

- a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise attachment record.
 - a. When the file contents meet the requirements for a valid premise attachment record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise attachment record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise attachment record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise attachment record.
7. The interface shall determine if the file contents indicate a new record or an existing record by comparing the premise code and filename contained within the XML file against premise codes/labels recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise attachment record is new (**INSERT** transaction) and the premise code/filename **do not exist** in Enterprise CAD, the interface shall compose a premise attachment record and insert it into the Enterprise CAD database. The interface shall keep the XML directive as an **INSERT** transaction.
 - b. When the XML directive indicates the premise attachment record is new (**INSERT** transaction) and the premise code/filename **do exist** in Enterprise CAD, the interface shall compose a premise attachment record and update the existing one in the Enterprise CAD database. The interface shall change the XML directive to be an **UPDATE** transaction.
 - c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise attachment record and any success or error conditions arising from such actions.

5.17 Use Case: User Updates Existing Premise Attachment Record in RMS

Updating a premise attachment is not a valid action.

5.18 Use Case: User Deletes Existing Premise Attachment Record in RMS

When the end-user deletes an existing premise attachment record within the RMS and that record is designated to be exported to Enterprise CAD, the RMS will automatically create an XML file containing the predefined data about that premise attachment and export the file to the designated file share location. The interface shall monitor that location for new files whose filenames begin with the designated identifying string of characters (e.g., "Premise_") and when found shall update the matched premise attachment record based on the data contained within the XML file and import the data to the Enterprise CAD database using configured business rules that define how the data shall be conformed to the Enterprise CAD database schema.

5.18.1 Preconditions

- The external RMS system shall be programmed/configured to build an XML file based on the specifications found in this document. Each XML file shall contain data for a single premise attachment (i.e., a single premise attachment record).
- The external RMS system shall write XML files with a filename that begins with the string, "Premise_".
- The external RMS system shall be programmed/configured to place composed XML files within a predefined shared location on the Enterprise CAD network or a designated network location accessible by both systems.
- The business rule number for this interface is identified as "2007". This value shall be contained in the <MESSAGEID> element within the XML file to identify the type of data contained within the XML document.

5.18.2 Workflow Details

1. The end-user deletes an existing premise attachment record within the external RMS and flags the record to be exported to Enterprise CAD.
2. The external RMS shall compose an XML-format file for each premise export-flagged using the format specifications found in this document.
 - a. The composed XML file shall contain all the required fields as identified within the specifications found in this document.
 - b. The <MESSAGEID> element shall contain the value, "2007" to designate the record type as premise attachment information.
 - c. The <ROWID> element shall contain the premise code and filename (separated by the designated separator character) from the external RMS. This value shall be used as the unique identifier for the record.

3. The external RMS shall write the XML file to the predefined shared network location within the Enterprise CAD network or a designated network location accessible by both systems. The filename shall be composed in a manner specified within the interface configuration.
 - a. The filename must contain the designator, "Premise_" at the beginning of the filename. When this designator is not present, the file shall not be processed.
 - b. The filename may contain the file creation date and time (down to milliseconds) expressed in the format YYYYMMDDHHMMSSSSS.
4. The interface shall monitor the shared network location for new files meeting the filename requirements. The interface shall determine which is the oldest file by one of two methods.
 - a. The date/time recorded by the operating system attribute DateLastModified.
 - b. The date/time embedded within the filename when composed as Premise_YYYYMMDDHHMMSSmsec.xml.
5. When the interface identifies a file matching the filename requirements, the interface shall consume the file contents. When more than one file is found matching the filename requirements, the oldest file is consumed based on the configured settings for determining file age.
6. The interface shall determine if the consumed file meets the requirements for a valid premise attachment record.
 - a. When the file contents meet the requirements for a valid premise attachment record, the interface shall determine the next course of action based on the directive composed within the XML file.
 - b. When the file contents do not meet the requirements for a valid premise attachment record, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise attachment record contents. This XML file shall be written to the configured network location designated for error response files.
 - c. The interface shall follow the standard logging process to document the actions taken to validate the premise attachment record.
7. The interface shall determine if the file contents indicate an existing record by comparing the premise code and label contained within the XML file against premise codes/labels recorded in the Enterprise CAD database.
 - a. When the XML directive indicates the premise attachment record is to be deleted (**DELETE** transaction) and the premise code/filename **do**

exist in Enterprise CAD, the interface shall delete the existing premise attachment record and premise attachment file.

- b. When the XML directive indicates the premise attachment record is to be deleted (**DELETE** transaction) and the premise code/filename **do not exist** in Enterprise CAD, the interface shall compose an error response in the form of an XML-formatted file. The XML file shall contain the error response along with the original premise attachment record contents. This XML file shall be written to the configured network location designated for error response files.
- c. The interface shall follow the standard logging process to document the actions taken to validate and compose the premise attachment record and any success or error conditions arising from such actions.

6 Roles

Role	Definition
CAD Administrator	Person responsible for ongoing configuration of the CAD system. This person may be the same as the System Administrator.
CAD User	Person who has an active role to play within the CAD user base and who regularly uses the CAD system to perform that role.
System Administrator	Person responsible for daily maintenance of the system (e.g., database backups, routine maintenance tasks etc.).
CentralSquare Engineer	Person responsible for initial installation, configuration, and integration testing of the Interface.

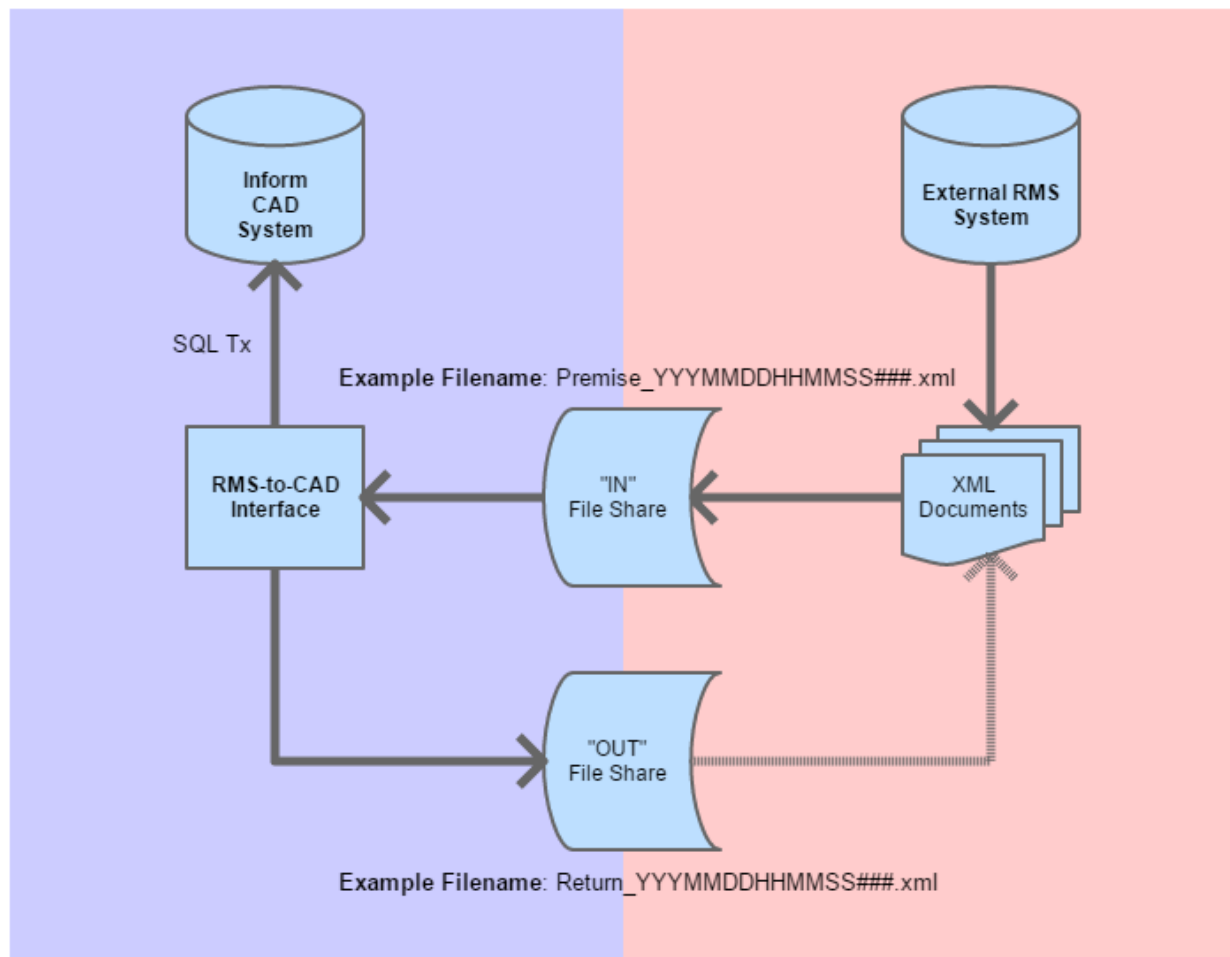
7 Glossary

Term	Definition
CentralSquare	CentralSquare Technologies
Administrator	Client System/Agency/Interface Administrator
Interface	The software module described herein
Enterprise CAD	The CentralSquare Computer Aided Dispatch software product
Users	Customer personnel who perform dispatcher and call-taking functions

8 Disclaimers

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9 Appendix A – Data Flow



10 Appendix B – Data Mapping

10.1 Premise Location Information (Base Premise Record) – File Type 2001

XML FIELD/TAG	REQ?	INFORM CAD				COMMENTS
		TABLE NAME	FIELD NAME	DATA TYPE	SIZE	
MESSAGETYPEID	Y					File type: 2001
MESSAGEQUEUEID	N					Unique serial file identifier from external RMS
DESTINATIONNAME	N					"INFORMCAD"
MESSAGEQUEUEUTIME	N					Date-time composed yyyy-mm-dd HH:mm:ss
FLAG	Y					Action type: INSERT, UPDATE, DELETE
ROWID	Y					Same as CODE below
CODE	Y	Locations	Code	Text	10	Key field – Inform CAD Premise Code
PARENT_LOCATION_ID	N	Locations	Code (of parent location record)	Text	10	For sublocations, this is the reference Code for the parent location
NAME	Y	Locations	Name	Text	400	Must be unique to each premise record in Inform CAD. Can add serialization suffix to incoming value to provide uniqueness if not provided by source.
STRNO PREFIX	Y	Locations	Address	Text	400	Street address (a single field to include street

STRNAME STREETTYPE SUFFIX						number, directional, street name, street type). Geovalidation of address is attempted by interface when configured.
CITY	N	Locations	City	Text	35	
STATE	N	Locations	State	Text	5	
ZIP	N	Locations	Zip	Text	10	
		Locations	Latitude	Integer		No need to send – determined by successful geovalidation of address.
		Locations	Longitude	Integer		
		Locations	StreetID	Integer		
UNIT	N	Locations	Apt	Text	10	
BUILDING_USE	Y	{translation}		Text	255	Interface will perform cross-reference translation from RMS value to Inform CAD Location Type.
BLDPHONE	N	Locations	Phone	Text	20	
CROSSSTREET	N	Locations	Cross_Street	Text	400	
PREPLANNUMBER	N	Locations	PrePlan_Reference	Text	10	Can be unique file reference.
		Locations	ActiveFlag	Bit	1	Assumed only active premises are sent.
		Locations	IsCaller	Bit	1	Default value used.

10.2 Premise Contact Information – File Type 2002

XML FIELD/TAG	REQ?	INFORM CAD				COMMENTS
		TABLE NAME	FIELD NAME	DATA TYPE	SIZE	
MESSAGETYPEID	Y					File type: 2002
MESSAGEQUEUEID	N					Unique serial file identifier from external RMS
DESTINATIONNAME	N					"INFORMCAD"
MESSAGEQUEUEUTIME	N					Date-time composed yyyy-mm-dd HH:mm:ss
FLAG	Y					Action type: INSERT, UPDATE, DELETE
ROWID	Y	Locations	Code	Text	10	ROWID is a combination of the premise code and the unique reference mapped as PHONE1TYPE separated by an ASCII pipe symbol (). For example, DW010 Office
		LocationPersonnel	ShowNote	Text	255	
FIRSTNAME	Y	LocationPersonnel	Name	Text	30	Separate FIRSTNAME and LASTNAME fields from the external source will be combined into a single Name field in Inform CAD. Alternatively, the configuration can support a single NAME source field with the full display name.
LASTNAME	N					
PHONE1TYPE	Y	LocationPersonnel	ShowNote	Text	255	Each PHONE1NUMBER and PHONE1TYPE pair is converted into a separate record. The Name is appended with a serialization to observe uniqueness constraints.
PHONE1NUMBER	N	LocationPersonnel	Phone	Text	20	

						The ShowNote field displays with a label of Comment for the contact records in the Inform CAD Premise Utility.
POSITION	N	LocationPersonnel	Position	Text	30	Job title of personnel.
LOCATION	N	LocationPersonnel	Location	Text	400	Specific location where personnel are located.

10.3 Premise Hazardous Materials Information – File Type 2003

XML FIELD/TAG	REQ?	INFORM CAD				COMMENTS
		TABLE NAME	FIELD NAME	DATA TYPE	SIZE	
MESSAGETYPEID	Y					File type: 2003
MESSAGEQUEUEID	N					Unique serial file identifier from external RMS
DESTINATIONNAME	N					"INFORMCAD"
MESSAGEQUEUEUETIME	N					Date-time composed yyyy-mm-dd HH:mm:ss
FLAG	Y					Action type: INSERT, UPDATE, DELETE
ROWID	Y	Locations	Code	Text	10	ROWID is a combination of the premise code and the unique reference mapped as SHIPNAME separated by an ASCII pipe symbol (). For example, DW010 Acetic acid anhydride
		Location_Hazmat_Info	ShipName	Text	50	
CODE	Y	Locations	Code	Text	10	Premise code.
SHIPNAME	Y	Location_Hazmat_Info	Chemical_Name	Text	50	
DOT_NO	N	Location_Hazmat_Info	Chemical_ID	Integer		
GUIDENO	N	Location_Hazmat_Info	Chemical_Guide	Integer	<32768	
QTY	N	Location_Hazmat_Info	Quantity	Text	30	Quantity as value and units.
LOCATION	N	Location_Hazmat_Info	StorageLocation	Text	255	

10.4 Premise Caution Notes Information – File Type 2004

XML FIELD/TAG	REQ?	INFORM CAD				COMMENTS
		TABLE NAME	FIELD NAME	DATA TYPE	SIZE	
MESSAGETYPEID	Y					File type: 2004
MESSAGEQUEUEID	N					Unique serial file identifier from external RMS
DESTINATIONNAME	N					"INFORMCAD"
MESSAGEQUEUEUETIME	N					Date-time composed yyyy-mm-dd HH:mm:ss
FLAG	Y					Action type: INSERT, UPDATE, DELETE
ROWID	Y	Locations	Code	Text	10	ROWID is a combination of the premise code and the unique reference mapped as ID (caution note external key) separated by an ASCII pipe symbol (). For example, DW010 123456
		Caution_Notes	Caution Note External Key	Text	50	
CODE	Y	Locations	Code	Text	10	Premise code.
ID	Y	Caution_Notes	CautionNoteExternalKey (and an applied CautionNoteExternalSource value)	Text	50	<p>A unique ID from the external system (i.e., record ID) used as reference to the caution note for updating and deleting subsequent to the insert.</p> <p>In addition, during implementation, the interface is configured with an external source identifier default.</p>
CAUTION_NOTE	Y		Caution_Note	Text	255	Linked to premise record through Inform CAD CautionNotes_Link

					table in the Streets database.
PRIORITY	N		CautionNotePriorityID	Integer	List of caution note priorities with corresponding IDs will be provided after Inform CAD system configuration with client.
SOURCE	N		CautionNoteSourceID	Integer	List of caution note sources with corresponding IDs will be provided after Inform CAD system configuration with client.
CATEGORY	N		CautionNoteCategoryID	Integer	List of caution note categories with corresponding IDs will be provided after Inform CAD system configuration with client.
STARTDATE	Y		Start_Date	Datetime	YYYY-MM-DD
ENDDATE	Y		End_Date	Datetime	YYYY-MM-DD Blank for no expiration.
HIERARCHY	Y				CAD agency or jurisdiction to which record belongs. Populates CautionNotes_Link.AgencyID field. Default action is to create the caution note in all agencies.

10.5 Premise Alarm Zones Information – File Type 2006

XML FIELD/TAG	REQ?	INFORM CAD				COMMENTS
		TABLE NAME	FIELD NAME	DATA TYPE	SIZE	
MESSAGETYPEID	Y					File type: 2006
MESSAGEQUEUEID	N					Unique serial file identifier from external RMS
DESTINATIONNAME	N					"INFORMCAD"
MESSAGEQUEUEUTIME	N					Date-time composed yyyy-mm-dd HH:mm:ss
FLAG	Y					Action type: INSERT, UPDATE, DELETE
ROWID	Y	Locations	Code	Text	10	ROWID is a combination of the premise code and the keyword "ZONE" separated by an ASCII pipe symbol (). For example, DW010 ZONE
		Caution_Notes	Caution Note External Key	Text	50	
CODE	Y	Locations	Code	Text	10	Premise code.
[zone 1 label]	Y	Location_AlarmZones	Description	Text	30	The XML tag maps to the Description field and must be predefined in the interface business rules. No spaces allowed. The value maps to the Note field.
		Location_AlarmZones	Note	Text	255	
[zone 2 label]	Y	Location_AlarmZones	Description	Text	30	The XML tag maps to the Description field and must be predefined in the interface business rules. No spaces allowed. The value maps to the Note field.
		Location_AlarmZones	Note	Text	255	
[zone 3 label]	Y	Location_AlarmZones	Description	Text	30	The XML tag maps to the Description

		Location_AlarmZones	Note	Text	255	field and must be predefined in the interface business rules. No spaces allowed. The value maps to the Note field.
Schema continues for as many "zones" as are defined in the interface business rules.						

10.6 Premise Attachment Information – File Type 2007

XML FIELD/TAG	REQ?	INFORM CAD				COMMENTS
		TABLE NAME	FIELD NAME	DATA TYPE	SIZE	
MESSAGETYPEID	Y					File type: 2007
MESSAGEQUEUEID	N					Unique serial file identifier from external RMS
DESTINATIONNAME	N					"INFORMCAD"
MESSAGEQUEUEUTIME	N					Date-time composed yyyy-mm-dd HH:mm:ss
FLAG	Y					Action type: INSERT, DELETE
ROWID	Y	Locations	Code	Text	10	ROWID is the existing premise record to link the document as an attachment.
CODE	Y	LocationAttachment	LocationID	Text	30	The premise code of an existing premise record to link the document as an attachment.
FILENAME	Y	Document..Document	FileName	Text	4000	The full name (filename with extension) that is staged in the "IN" directory by the source system to be processed into Inform CAD as a premise attachment.
DESCRIPTION	N	Document..Document	Description	Text	255	Describes the file to the users.
ADDTOINCIDENT	N	LocationAttachment	AddToIncident	Bit		1 = Document will be attached to incidents created from the premise record. Candidate for default value.

11 Appendix C – XML Samples

11.1 Base Premise Record (2001) – Master Location

```

<?xml version="1.0" ? >
<DOC>
  <HEADER>
    <MESSAGEID>2001</MESSAGEID>
    <MESSAGEQUEUEID>2334168</MESSAGEQUEUEID>
    <DESTINATIONNAME>INFORMCAD</DESTINATIONNAME>
    <MESSAGEQUEUEUETIME>2018-11-28 14:49:46</MESSAGEQUEUEUETIME>
  </HEADER>
  <ROW>
    <ROWID>FOANB</ROWID>
    <FLAG>INSERT</FLAG>
    <COLUMN>
      <CODE>FOANB</CODE>
      <PARENT_LOCATION_ID>FOANB</PARENT_LOCATION_ID>
      <NAME>Dispatch Warehouse</NAME>
      <STREETNO>1234</STREETNO>
      <PREFIX>W</PREFIX>
      <STRNAME>PIKE</STRNAME>
      <STREETTYPE>ST</STREETTYPE>
      <SUFFIX></SUFFIX>
      <CITY>Seattle</CITY>
      <STATE>WA</STATE>
      <UNIT>401</UNIT>
      <BLDPHONE>5557218100</BLDPHONE>
      <PREPLANNUMBER>5915</PREPLANNUMBER>
      <BUILDING_USE>Office Building</BUILDING_USE>
    </COLUMN>
  </ROW>
</DOC>

```

11.2 Base Premise Record (2001) – Sub Location

```

<?xml version="1.0" ? >
<DOC>
  <HEADER>
    <MESSAGEID>2001</MESSAGEID>
    <MESSAGEQUEUEID>2334192</MESSAGEQUEUEID>
    <DESTINATIONNAME>INFORMCAD</DESTINATIONNAME>
    <MESSAGEQUEUEUTIME>2018-11-28 14:49:47</MESSAGEQUEUEUTIME>
  </HEADER>
  <ROW>
    <ROWID>W4ANB</ROWID>
    <FLAG>INSERT</FLAG>
    <COLUMN>
      <CODE>W4ANB</CODE>
      <PARENT_LOCATION_ID>F0ANB</PARENT_LOCATION_ID>
      <NAME>CADs R Us</NAME>
      <STREETNO>1234</STREETNO>
      <PREFIX>W</PREFIX>
      <STRNAME>PIKE</STRNAME>
      <STREETTYPE>ST</STREETTYPE>
      <SUFFIX></SUFFIX>
      <CITY>Seattle</CITY>
      <STATE>WA</STATE>
      <UNIT>401B</UNIT>
      <BLDPHONE>5551239876</BLDPHONE>
      <PREPLANNUMBER></PREPLANNUMBER>
      <BUILDING_USE>Office Building</BUILDING_USE>
    </COLUMN>
  </ROW>
</DOC>

```

11.3 Premise Contact Record (2002)

```
<?xml version="1.0" ? >
<DOC>
  <HEADER>
    <MESSAGEID>2002</MESSAGEID>
    <MESSAGEQUEUEID>5453855</MESSAGEQUEUEID>
    <DESTINATIONNAME>INFORMCAD</DESTINATIONNAME>
    <MESSAGEQUEUEUETIME>2018-11-28 23:25:17</MESSAGEQUEUEUETIME>
  </HEADER>
  <ROW>
    <ROWID>F0ANB|4576</ROWID>
    <FLAG>INSERT</FLAG>
    <COLUMN>
      <FIRSTNAME>FRED</FIRSTNAME>
      <LASTNAME>SMITH</LASTNAME>
      <PHONE1TYPE>Cell</PHONE1TYPE>
      <PHONE1NUMBER>5553457654</PHONE1NUMBER>
      <POSITION>Security Manager</POSITION>
      <LOCATION>Security Office – Main Building (1236 W
        Pike)</LOCATION>
    </COLUMN>
  </ROW>
</DOC>
```

11.4 Premise Hazmat Record (2003)

```
<?xml version="1.0" ? >
<DOC>
  <HEADER>
    <MESSAGEYPEID>2003</MESSAGEYPEID>
    <MESSAGEQUEUEID>5453857</MESSAGEQUEUEID>
    <DESTINATIONNAME>INFORMCAD</DESTINATIONNAME>
    <MESSAGEQUEUEUETIME>2018-11-28 23:25:21</MESSAGEQUEUEUETIME>
  </HEADER>
  <ROW>
    <ROWID>F0ANB|Acetic acid anhydride</ROWID>
    <FLAG>INSERT</FLAG>
    <COLUMN>
      <CODE>F0ANB</CODE>
      <SHIPNAME>Acetic acid anhydride</SHIPNAME>
      <DOT_NO>1234</DOT_NO>
      <GUIDENO>108</GUIDENO>
      <QTY>1,000 to 9,999 pounds</QTY>
      <LOCATION>Main Storage Room SW Corner</LOCATION>
    </COLUMN>
  </ROW>
</DOC>
```

11.5 Premise Caution Note Record (2004)

```

<?xml version="1.0" ? >
<DOC>
  <HEADER>
    <MESSAGEID>2004</MESSAGEID>
    <MESSAGEQUEUEID>5453859</MESSAGEQUEUEID>
    <DESTINATIONNAME>INFORMCAD</DESTINATIONNAME>
    <MESSAGEQUEUE TIME>2018-11-28 23:25:23</MESSAGEQUEUE TIME>
  </HEADER>
  <ROW>
    <ROWID>F0ANB|34512</ROWID>
    <FLAG>INSERT</FLAG>
    <COLUMN>
      <CODE>F0ANB</CODE>
      <ID>34512</ID>
      <CAUTION_NOTE>Inadequate sprinkler protection,
        no access on west side. Poor aisle and egressways. Bulk
        storage unstable. No venting or curtain boards. Lots of
        Styrofoam packing.</CAUTION_NOTE>
      <PRIORITY>1</PRIORITY>
      <SOURCE>3</SOURCE>
      <CATEGORY>3</CATEGORY>
      <STARTDATE>2012-07-23</STARTDATE>
      <ENDDATE>2020-07-23</ENDDATE>
    </COLUMN>
  </ROW>
</DOC>

```

11.6 Premise Alarm Zone Record (2006)

```
<?xml version="1.0" ? >
<DOC>
  <HEADER>
    <MESSAGEID>2004</MESSAGEID>
    <MESSAGEQUEUEID>5453928</MESSAGEQUEUEID>
    <DESTINATIONNAME>INFORMCAD</DESTINATIONNAME>
    <MESSAGEQUEUEUTIME>2018-11-28 23:25:33</MESSAGEQUEUEUTIME>
  </HEADER>
  <ROW>
    <ROWID>FOANB|ZONE</ROWID>
    <FLAG>INSERT</FLAG>
    <COLUMN>
      <ANNUNCIATORLOCATION>Back Door</ANNUNCIATORLOCATION>
      <COMMONATTIC>Yes</COMMONATTIC>
      <CONTROLPANELLOCATION>Front Door</CONTROLPANELLOCATION>
      <DOMESTERWATERSHUTOFF>In Alley</DOMESTICWATERSHUTOFF>
      <ELECTRICALPANELLOCATION>Bravo Side
        </ELECTRICALPANELLOCATION>
      <EMERGENCYGENERATOR>Yes</EMERGENCYGENERATOR>
      <EMERGENCYGENERATORLOCATION>Bravo Side
        </EMERGENCYGENERATORLOCATION>
      <FIREALARM>Back Wall</FIREALARM>
      <GASMETERLOCATION>Bravo Side</GASMETERLOCATION>
      <LOCKBOX>Yes</LOCKBOX>
      <LOCKBOXLOCATION>Front Door</LOCKBOXLOCATION>
      <OCCUPANCYDAY>58</OCCUPANCYDAY>
      <OCCUPANCYNIGHT>0</OCCUPANCYNIGHT>
      <ROOFACCESS>Yes</ROOFACCESS>
      <SPRINKLERSYSTEM>Unknown</SPRINKLERSYSTEM>
      <SPRINKLERTYPE>Deluge</SPRINKLERTYPE>
    </COLUMN>
  </ROW>
</DOC>
```

11.7 Premise Attachment Record (2007)

```
<?xml version="1.0" ? >
<DOC>
  <HEADER>
    <MESSAGEID>2007</MESSAGEID>
    <MESSAGEQUEUEID>5453932</MESSAGEQUEUEID>
    <DESTINATIONNAME>INFORMCAD</DESTINATIONNAME>
    <MESSAGEQUEUEUETIME>2018-11-28 23:25:40</MESSAGEQUEUEUETIME>
  </HEADER>
  <ROW>
    <ROWID>F0ANB</ROWID>
    <FLAG>INSERT</FLAG>
    <COLUMN>
      <CODE>F0ANB</CODE>
      <FILENAME>F0ANB_Floorplan.pdf</FILENAME>
      <DESCRIPTION>Floor Plan of Building</DESCRIPTION>
      <ADDTOINCIDENT>1</ADDTOINCIDENT>
    </COLUMN>
  </ROW>
</DOC>
```



CENTRAL**SQUARE**

TECHNOLOGIES

Operational Scenario Document (OSD)

N-DEx Arrest and Incident Publisher Interface

Version 1.0

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Revisions

Date	Rev. No.	Author	Comments
12/16/2019	1	Robbin Massey	Initial

Overview

Export From:	Enterprise RMS
Import To:	N-DEx
Module:	Arrest and Incident
Data Transfer Medium:	Network File Share
File Format:	XML
Action Trigger:	Create, Update, Delete

Description

The CentralSquare N-DEx Publisher Interface (the “Interface”) is a unidirectional interface that will publish Arrest and Incident data from Enterprise RMS via XML files to the network file share.

Assumptions

1. Enterprise RMS has been implemented prior to delivery of the Interface.
2. No modifications to existing CentralSquare products are required for the Interface.
3. The Interface will publish the transformed data to the network file share location accessible by both the Interface and N-DEx.
4. The format of the published XML file will align with the Enterprise RMS. (See Supplemental Documentation).
5. An Enterprise RMS user account needs to be created with permissions to run the Interface.
6. The Interface resides on a conventional or virtualized server platform as described in the **CentralSquare System Planning Document**.

CentralSquare Responsibilities

1. CentralSquare will complete the installation, training, and support of the Interface remotely.
2. CentralSquare will configure the Interface as required to operate in the Client environment.
3. CentralSquare will provide an overview of the operation and monitoring of the Interface.
4. CentralSquare will provide verification of the successful operation of the Interface.
5. CentralSquare will provide a sample publish XML file.

Client Responsibilities

1. The Client will provide a secure, reliable connection that has been properly configured to operate this Interface.
2. The Client will create and maintain the RMS data entry template.
3. The Client will create and maintain the RMS code tables compatible with the code fields, including Violation Codes.
4. The Client is responsible to manage XML files published to the network file share.

Details

Architecture

The Interface consists of a Windows service that listens on the Enterprise RMS Message Bus for event notifications. Once an event notification is detected, the Interface will use the Arrest or Incident Record Identifier to gather data from Enterprise RMS and package it into an XML document. The Interface will then publish the XML document to the configured network file share.

If the Interface is configured for Restrictions, then on the Create message, if a restriction is present it will not publish the record. This can be configured for certain restrictions. On the Update message if a Restriction is detected, the interface will send the delete xml. This is also configurable for certain restrictions only.

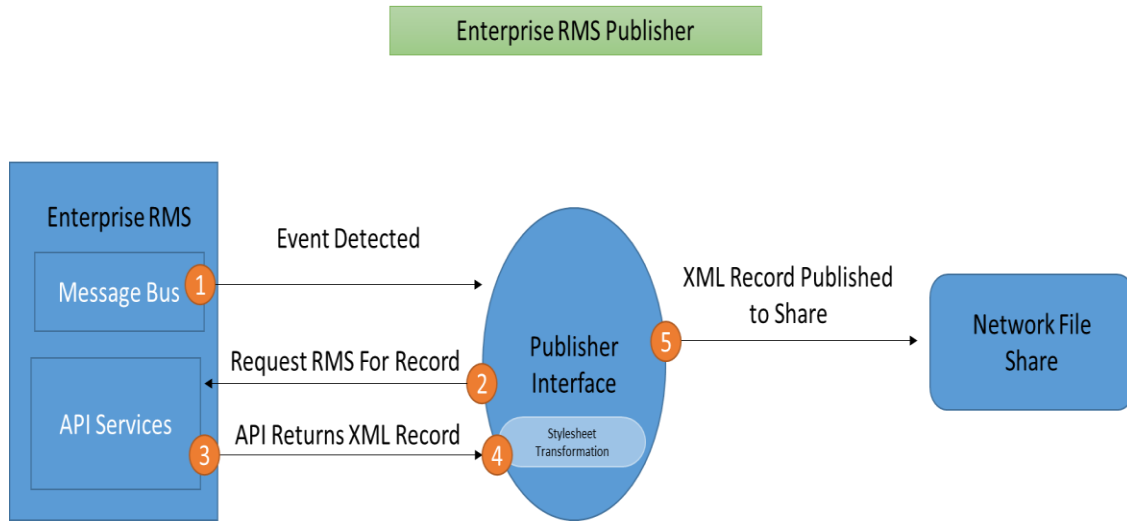
Event notifications are raised in Enterprise RMS under the following circumstances:

1. Create: An Arrest or Incident record is created in Enterprise RMS.
2. Update: An Arrest or Incident record is modified in Enterprise RMS.
3. Delete: An Arrest or Incident record is deleted in Enterprise RMS.

Note: For Deletion, the delete xml will only contain a node with the unique GUID of the Record's Identifier from RMS. This GUID will also be in every Create or Update message.

It should be noted that Enterprise RMS maintains two kinds of records: Reports and Summaries. In effect, these are two versions of the same report. A "Report" is the data record containing a report, which may be in the process of review. When the review is completed, this record becomes read-only and represents the initial version of the report. Upon completion, a "Summary" record is created that allows an RMS user the ability to continue to work with and make changes to the record. When the Summary record is created, an event will be raised by Enterprise RMS and processed by the Interface thus prompting the Interface to publish the Summary record to the configured network file share. In effect, the Interface acts only on Arrest or Incident data after it has been reviewed and approved at all steps in its defined workflow.

Workflows



1. Enterprise RMS notifies the Interface (via the Message Bus) of the event.
2. The Interface requests the Arrest and Incident record(s) from Enterprise RMS.
3. The Arrest or Incident record(s) is returned to the Interface.
4. The Arrest or Incident record(s) is transformed into XML.
5. The Arrest or Incident XML file is immediately published to the network file share location for consumption by the third N-Dex system.

- a. Create or Update files will be named like the following examples.

RMSWEB.Summary.**Incident**.6B43F3A1-6645-C5F1-821F-08D52AEBD65A.xml

RMSWEB.Summary.**Arrest**.6a10bf70-e0a6-c562-d134-08d501f8cd53.xml

- b. Deleted files will be named like the following examples.

RMSWEB.Summary.**Arrest**.6a10bf70-e0a6-c562-d134-08d501f8cd53_**Delete**.xml

The content of the delete file will only be a nodeset containing the following:

```

<RecordDeletion>
  <RecordId>
    RMSWEB.Summary.Arrest.6a10bf70-e0a6-c562-d134-08d501f8cd53
  </RecordId>
</RecordDeletion>
  
```

RMSWEB.Summary.**Incident**.6B43F3A1-6645-C5F1-821F-08D52AEBD65A_**Delete**.xml

The content of the delete file will only be a nodeset containing the following:

```

<RecordDeletion>
  <RecordId>
    RMSWEB.Summary.Incident.6B43F3A1-6645-C5F1-821F-08D52AEBD65A
  </RecordId>
</RecordDeletion>
  
```

Software

1. Windows Server 2012 or higher.
2. Microsoft .NET Framework 4.6.2 or higher.
3. Enterprise RMS 4.21.1 or higher.

Security

1. Enterprise RMS user credentials: a single user account will need to be created for the Interface to connect to the RMS API. This user account must be granted appropriate permissions for each Agency that wishes to publish data.
2. Enterprise RMS Message Bus credentials: a user account must be created for the Interface to receive events from the Enterprise RMS Message Bus.
3. File System permissions: The Windows account under which the Interface service runs must have rights to read, create, modify, and delete local files on the server where the Interface is installed.
4. Output location permissions: The Windows account under which the Interface service runs must have appropriate rights to publish files to the configured output location, whether SFTP (via a separate set of credentials) or network share (via implicit access).

Please note that, if the output location is a network share, the service account must be granted access on its own merit, that is, another set of credentials cannot be required to access the network location.

Logging

The Interface supports the following log levels. Each level contains the information from previous levels and adds its own layer of additional verbosity.

- Error: Critical application exceptions.
- Warning: Validation failures and non-critical errors.
- Info (default): General application execution information.
- Debug: Detailed application execution information will be logged. This level will consume disk space much more rapidly than the other log levels, so it is only recommended for use when troubleshooting application errors.

Logs can be written to a text file, the Windows Event Viewer, or sent via email to a configured address.

Supplemental Documentation

CentralSquare_EnterpriseRMS_IncidentSchema_1.6.xsd
CentralSquare_EnterpriseRMS_ArrestSample_1.6.xml

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CENTRAL**SQUARE**

TECHNOLOGIES

Operational Scenario Document (OSD)

Records Enterprise Citation Importer Interface

Version 1.1

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Revisions

Date	Rev. No.	Author	Comments
11/1/2019	1	Robbin Massey	Initial
8/18/2021	1.1	Robbin Massey	Update product name.

Overview

Export From:	Third Party
Import To:	Records Enterprise
Module:	Citation
Data Transfer Medium:	Network File Share
File Format:	XML file format as defined by CentralSquare
Action Trigger:	File Watch

Description

The CentralSquare Standard Citation Importer (the “Interface”) is a unidirectional interface. It will import Citation data from the Third Party System into Records Enterprise. The XML imported will be in CentralSquare’s Standard Citation format.

The Interface includes the import of attachments. The attachment must include a Filename, Extension, and Media in order to import. The Extension is the file type without a dot (ex: jpg, bmp). The Media is the attachment data in base64string format.

Assumptions

1. Records Enterprise has been implemented prior to delivery of the Interface.
2. No modifications to existing CentralSquare products are required for this interface.
3. The Third Party system will supply data to a file share as a fully documented XML file that aligns to the Records Enterprise schema format.
4. The network file share must be accessible to the Interface.
5. The Interface resides on a conventional or virtualized server platform as described in the CentralSquare System Planning Document.

CentralSquare Responsibilities

1. CentralSquare will complete the installation, training, and support of the Interface remotely.
2. CentralSquare will configure the Interface as required to operate in the Client environment.
3. CentralSquare will provide an overview of the operation and monitoring of the Interface.
4. CentralSquare will provide verification of the successful operation of the Interface.

Client Responsibilities

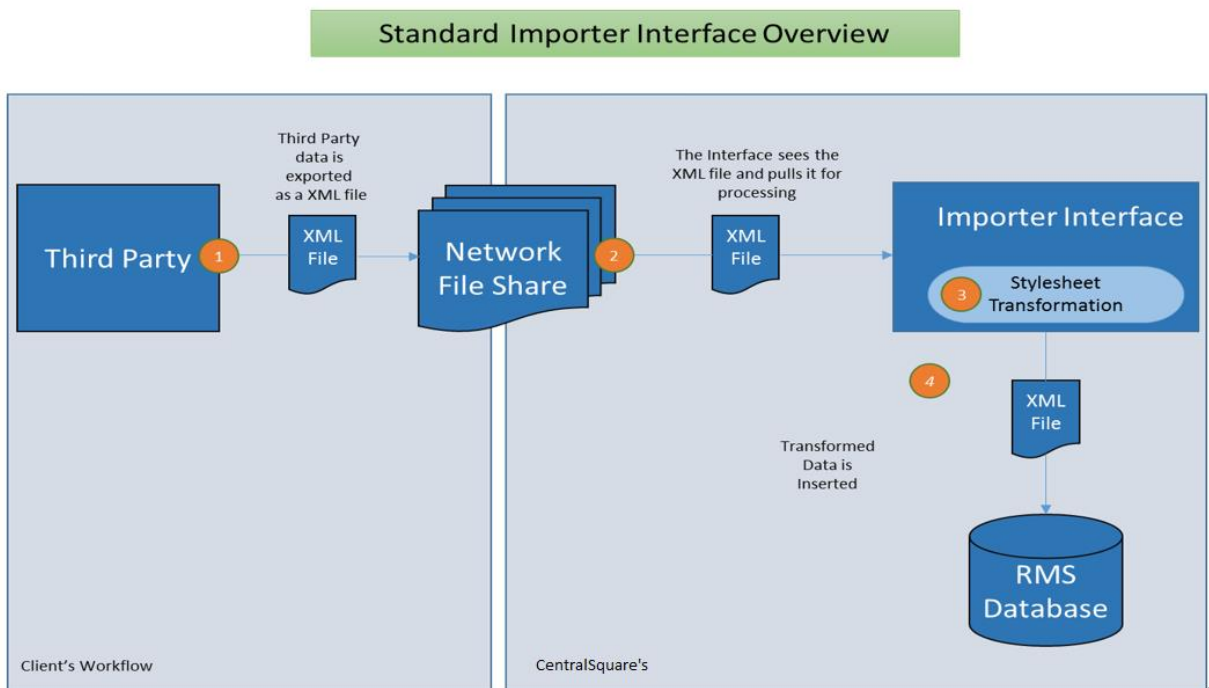
1. The Client will provide a secure, reliable connection that has been properly configured to operate this Interface.
2. The Client will ensure that Records Enterprise code tables are configured and maintained with values compatible with the Third Party system. It is important to remain aware the code table values are often a critical part of system operation, and customizations must also take external systems into account.
3. The Client will ensure that data entry templates in Records Enterprise will contain all the necessary fields compatible with data elements required to be exchanged with the Third Party system. As with code tables, data entry templates are configurable. The Client may potentially have customization needs, and such customizations should take the Interface with external systems into account.

Details

Architecture

The Third Party System will export Citation related data in an XML format to the network file share. The Interface will automatically detect the XML file in the network file share. Once detected, the Interface will transform the data and insert it into the Records Enterprise system as a Citation Summary. Records Enterprise will handle Master Indices Resolution.

Workflows



Client's Workflow:

1. Third Party Citation System publishes Citation data in an XML document to the network file share.

CentralSquare's Workflow:

2. The Interface automatically detects the XML file on the network file share.
3. The Interface transforms the XML file into a format that can be accepted by Records Enterprise.
4. The Interface imports the Citation data into Records Enterprise as a Citation Summary.

Software

1. Windows Server 2012 or higher.
2. Microsoft .NET Framework 4.8 or higher.
3. The RMS server must be RMS 20.1.3 or higher.

Security

1. File System permissions: Windows domain credentials with access rights to read, create, modify, and delete local files on the server where the Interface is installed.
2. Records Enterprise User Credentials – Records Enterprise user account that has permission for adding and modifying data in the Citation module.

Logging

The Interface supports the following log levels. Each level contains the information from previous levels and adds its own layer of additional verbosity.

- Error: Critical application exceptions.
- Warning: Validation failures and non-critical errors.
- Info (default): General application execution information.
- Debug: Detailed application execution information will be logged. This level will consume disk space much more rapidly than the other log levels, so it is only recommended for use when troubleshooting application errors.

Logs can be written to a text file, the Windows Event Viewer, or sent via email to a configured address.

Supplemental Documentation

Citation Schema :	StandardCitationSchema.xsd
Citation XML:	StandardCitationXML.xml
Extended Data:	Extended Data – Records Enterprise.pdf

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CENTRAL**SQUARE**

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Enterprise CAD **Standard ANI/ALI Interface** **Operational Scenario Document**

Client Name (XXXX)

Public Safety and Justice

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1 Revisions

Date	Rev. No.	Author	Comments
05/04/2019	1	A. Durnan	Initial draft

2 Overview

The Enterprise CAD E911, ANI/ALI Interface is a Standard Interface provided and implemented by a CentralSquare Systems Engineer. This Interface provides a one-way transfer and processing of data from the E911 Controller of the phone system to Enterprise CAD using one of the two available types of package structures: fixed position and delimited fields. The Interface is configurable to process various formats of ANI/ALI data streams—to include certain formats of TTY/TDD emergency calls. The information being captured by the Interface will be used for the features outlined in this document.

When a call-taker answers an emergency call, the agencies E911 Controller will assemble a data stream that contains details such as, but not limited to, attendant number, caller telephone number, and location information, and sends the data packet to the Enterprise CAD Interface through an RS-232 serial or compatible network connection. Once the Interface receives a valid data packet, it will process the data, store selected fields into the Enterprise CAD system database, and notify Enterprise CAD workstations of the event. The target Enterprise CAD workstation will process the event by automatically opening a new Emergency Call Taking screen with designated ANI/ALI data populating predetermined display fields.

3 External Prerequisites and Constraints

3.1 External System

The external systems to which the Interface is to communicate with must be available and connected to the Enterprise CAD system. Configuration of the external system must support providing data input to the Interface to initiate interface processing and to verify expected results.

The Client shall take responsibility of the phone system E911 controller, any necessary cabling, connections, arrangements, and funding of any work.

Virtual servers may additionally require Serial-to-Ethernet Adapters to convert the serial spill from the E911 Controller to a virtual COM port on the ANI/ALI Interface host.

3.2 Enterprise CAD System

3.2.1 Enterprise CAD Interface

- a) The Interface shall be hosted on a server meeting the minimum requirements of an Enterprise CAD interface server as documented in the *Enterprise Suite System Planning Guide*.
- b) The Interface is an application that shall be kept running while logged into a Windows session using the *Console Account* which has local admin privileges.

4 Configurability

4.1 Connectivity

Based on reference documentation and sample raw data from output of the E911 controller supplied by the Client, the CentralSquare Engineer shall establish the connectivity parameters for the incoming AN/ALI feed connection. That includes COM Port and parameters for a serial communication feed, or alternatively, the listening port for feeds that support a compatible network communication.

4.2 ANI / ALI Data Parsing and Data Mapping

Based on reference documentation and sample raw data from output of the E911 controller supplied by the Client, the CentralSquare Engineer shall be responsible for establishing a parsing and mapping configuration of the ANI/ALI data received from the E911 Controller for proper storage into the Enterprise CAD system tables and proper display on the Emergency Call taking screen.

The CAD Administrator shall be responsible for communicating with the project team during the life of the project, and with CentralSquare Support after the fact, on any changes of ANI/ALI data formats. Minor changes to the ANI/ALI format will cause interface failures that may be evident through incorrect data parsing. Major changes to ANI/ALI formats or connections, for example change in port numbers or change in ANI/ALI providers, will result in Interface failures.

4.2.1 Message Types

The CentralSquare Engineer shall configure the Interface to recognize the different message types (e.g., based E911 Class of Service) and establish parsing specific to each message type. A common configuration set as a default parsing is configured to account for unidentified message types and/or a common parsing among several E911 message types. Each additional message type requiring unique parsing and mapping will be defined by a separate configuration (e.g., wireless, TTY/TDD, "record not found", etc.).

4.2.2 Parsing

The CentralSquare Engineer shall configure the parsing of each message type defined in the Interface. As a minimum the parsing must include a field that the Interface uses to identify the message type (e.g., Class of Service), the phone console identifier, and the phone number. Additional fields are configured for parsing based on the source definition of the E911 message. Parsing methods include fixed field length and delimited fields. The Interface is set to one of those methods. If multiple or hybrid methods are required based on the format of the source data, then a custom parsing solution is required, and must be developed to support the parsing.

4.2.3 Field Mapping

The CentralSquare Engineer shall configure the mapping of parsed fields to Enterprise CAD fields for each message type defined in the Interface. As a minimum the mapping must include a field that the Interface uses to identify the message type, and the phone console identifier. Additional fields are mapped based on the parsing of the message. The following Enterprise CAD fields represent a basic set of fields that are considered for mapping:

- Phone Number
- Class of Service

-
- Address House Number
 - Address Directional
 - Address (the composite address)
 - Apartment
 - Building
 - City
 - State
 - County
 - Customer Name
 - Location Information
 - ESN (Emergency Services Number)
 - ESN Text
 - Pilot Phone
 - PSAP identifier
 - Latitude
 - Longitude
 - Position Uncertainty
 - Position Confidence

A combination of these or additional parsed field may be used to compose up to 3 incident comments. (Required for processing TTY/TDD messages that are compatible.)

4.3 Workstation Cross-Reference

The CentralSquare Engineer shall configure the relationship between the Call Station Identifier and the Enterprise CAD workstation name. This configuration shall be discussed in detail to ensure mutually exhaustive cross-references are provided and configured. The problematic case of having duplicate Call Station Identifiers arises when an agency utilizes more than one phone system, each with a E911 controller feeding the Interface. While the ANIALI Interface supports multiple data feeds, separate ANIALI Interfaces would be required to handle overlapping Call Station Identifiers.

4.4 Presentation Options

The CentralSquare Engineer shall configure the initial Enterprise CAD presentation of the ANI/ALI data based on client preference in one of two ways:

- Display a Verification Screen to accept or decline the ANI/ALI information. This displays a summary of parsed ANI/ALI information. The User may Accept, initiating an Emergency Call Taking Screen prepopulated with the parsed and mapped ANI/ALI information. Or the User may Decline, initiating a blank Emergency Call Taking Screen.
- Bypass the Verification Screen and initiate an Emergency Call Taking Screen prepopulated with the parsed and mapped ANI/ALI information.

In addition, the CAD Administrator shall enable or disable the “Accept ALI” option for each CAD agency. Enabling the option requires the Accept ALI button be configured in the Emergency Call Taking (ECT) Setup configuration. With the Accept ALI option enabled and the button configured, the parsed Address/Location information from the ANI/ALI message content is displayed as Caller Location on the ECT Screen, but delays populating the incident Address until the User presses the Accept ALI button. This is useful when the caller location is not the location of the incident (e.g., alarm company), or when the User wants to delay the geo-validation process while entering other incident information (e.g., comments).

4.5 Data Conversion to Assist Geo-Validation

The Interface provides different groups of settings that collectively help increase the likelihood of geo-validation by “cleaning” the street address data. The settings discussed in this section are optional and shall only be configured if a translation is required between the data received from the E911 Controller and the Enterprise CAD system. Those groups of settings are expressed by tabs in the Interface ANIALI setup window and labeled as “Address Conversion”, “City Code”, “Apartment”, “Replace Address”, and “County Code”. These settings are explained in this section.

4.5.1 Address Conversion

This tab has three different configurable settings that shall be initially configured by the CentralSquare Engineer if they are applicable:

- a) The CentralSquare Engineer shall configure the Interface to convert numeric street names from cardinal numbers to ordinal numbers. For example, making ‘2 ST’ to ‘2ND ST’
- b) The CentralSquare Engineer shall configure a cross-reference list of street designators. For example, translating ‘AV’ to ‘AVE’
- c) The CentralSquare Engineer shall configure, from a list of standard values, which street directional standards should be allowed. For example, ‘N’, ‘NW’, ‘S’, ‘SW’, etc.

4.5.2 City Code

The CentralSquare Engineer shall configure a cross-reference list of city code abbreviations from the E911 Controller to match those listed in the Enterprise CAD system.

4.5.3 Apartment

The settings in this tab allow for building type translations to be made. For example, ‘9477 Waples **Suite** 100’ versus, ‘9477 Waples **Ste** 100’.

- a) The CentralSquare Engineer shall configure a cross-reference list of apartment building types by:
 - i. Designating the phrase received by the E911 Controller;
 - ii. Designating the position at which this phrase is to be expected;
 - iii. Entering the phrase that should replace the phrase received from the E911 Controller.
- b) The CentralSquare Engineer shall configure additional settings that are used to record if any changes are made by the interface. If selected, the changes will be made visible in the Response Edit Log.

4.5.4 Replace Address

The CentralSquare Engineer shall configure a cross-reference list of street addresses from the E911 Controller to any desired address. For example, “MLK Hwy” to “Martin Luther King Jr Hwy”.

4.5.5 County Code

The CentralSquare Engineer shall configure a cross-reference list of county codes or abbreviations from the E911 Controller to match those listed in Enterprise CAD.

4.6 Wireless E911 Messages

4.6.1 Identifying and Parsing Wireless Messages

The Interface provides the ability to identify and parse E911 message type by an identifier such as Class of Service. Special consideration is provided for messages originated by a wireless provider. The CentralSquare Engineer shall configure the Interface to parse wireless E911 messages separately than other E911 message types, and further identify whether the message is wireless Phase II, providing phone location information as latitude and longitude coordinates. The wireless Phase II configuration provides the ability to translate the latitude/longitude format to be compatible with Enterprise CAD (e.g. degrees-minutes-seconds or degree-decimal to the Enterprise CAD integer format).

4.6.2 Cell Tower/Caller Locations Geo Map Layer

The GIS Analyst shall configure the system map theme document (MXD) to display the Cell Tower/Caller Locations ‘layer’ that allows display of the wireless ANI/ALI latitude/longitude coordinates and referential lines from related incidents.

4.7 Duplicate and Rebid Message Handling

4.7.1 Duplicate Criteria

The CentralSquare Engineer shall attempt to configure criteria for identifying “duplicates”, whether from automatic rebids, placing and taking the call off hold, or rebids initiated by the phone console, and avoid the CAD User from having to handle the message as a new call. Criteria is based on a time interval (e.g., 300 seconds) to match specific parsed fields, typically phone number and phone station identifier.

Note: This configuration is required to support updating incident location based on a wireless Phase II rebid with new latitude and longitude.

4.7.2 Optional Duplicate Call Comment

When the setting is enabled, the Interface configuration provides for creating an incident comment based on the composition of text and fields specified in the configuration.

4.8 Heartbeats and Acknowledgements

4.8.1 State of Connection

The Interface provides the ability to receive and process “heartbeat” messages used to verify the state of the connection between the E911 Controller and the Interface. The Interface application window displays when a heartbeat was received and will reply to the E911 Controller with an acknowledgment to the heartbeat. By default, this functionality is disabled.

The CentralSquare Engineer shall configure the Heartbeat settings to include the following, if maintaining a heartbeat is required: Heartbeat string, i.e., “H”; Heartbeat timeout in seconds; and Time Out between warnings generated by the Interface through CAD Messaging when heartbeats are not received within the specified time out. In the event where a timeout occurs while using a serial connection to the E911 controller using a serial connection, the interface will generate a standard system message and send it to all logged in users within CAD.

In the event where a timeout occurs while using a TCP/IP connection to the E911 controller, the interface generates a pre-configured message to all logged in users within CAD. The CentralSquare Systems Engineer shall configure the Subject, Message, and intended recipients for this message.

Note: Some E911 Controllers may not be able to handle acknowledgments or other messages from Enterprise CAD.

Note: The failure to acknowledge messages from the E911 Controller may initiate time out/retry attempts and error conditions in the phone system.

Note: During implementation, it is common to provide parallel feed to the existing CAD system as well as the Enterprise CAD ANI/ALI Interface. In this case, acknowledgements should be disabled from the Interface as to not interfere with production operation of the existing system.

4.9 Logging

The operating Interface shall provide up to four (4) different logs for troubleshooting purposes. The logs include 1) ANIALI Interface_ **DBG.log**; 2) ANIALI Interface_ **RAW.log**; 3) ANIALI Interface_ **SER.log**; and 4) ANIALI Interface_ **ERR.log**. The logs shall be stored by default in the C:\TriTech\VisiCAD\Data\System\ folder.

The Interface will create log files when entries are to be logged and the log files do not exist. When additional entries would exceed the maximum log file size of approximately 1 MB, the active log file is archived, and a new active log file is generated. On the attempt to archive an active log file when five (5) archived log files exist, the interface shall delete the oldest archived log file and then proceed to archive the active log file. In total, this interface maintains no more than 5 interface archive logs for each of the types—all with a file size of approximately 1 MB.

1. ANIALI Interface_DBG.log – Contains the most pertinent debug and error details for troubleshooting ANI/ALI.
2. ANIALI Interface_RAW.log – Contains all unaltered incoming packages from the E-911 Controller.
3. ANIALI Interface_SER.log – Contains incoming 911 call packages only. Does not contain heartbeat information.

-
4. ANIALI Interface_ERR.log- Contains error information generated by the Interface.

5 Operational Scenarios

5.1 Process ANI/ALI Data

Answering an E911 call will result in the interface receiving, processing and storing the ANI/ALI data, and then directing the mapped Enterprise CAD workstation to process the information to the User.

5.1.1 Preconditions

- The ANI/ALI Interface application has been started and is running with no persistent error condition adversely affecting the running state of the Interface.
- The Interface has been configured ([section 4](#)).
- The phone system E911 controller is supplying a data feed through an established connection to the Interface.

5.1.2 Workflow Details

1. An E911 call is received by the phone system.
2. A User at a position with a phone system console and a corresponding Enterprise CAD workstation mapped by the Interface configuration ([section 4.3](#)) answers the E911 call.
3. The phone system initiates a data message from the E911 controller to the ANI/ALI Interface, where the message is received. (Commonly referred to as the ALI “spill” or “dump”), and activity is indicated on the ANI/ALI Interface application display.
4. When configured, the ANIALI Interface returns a message acknowledgement to the E911 controller ([section 4.8](#)).
5. The Interface identifies the message type and parses the data ([section 4.2](#)), applies translations ([section 4.5](#)), and then stores the data in the Enterprise CAD database.
6. When the identified phone console identifier is not mapped to an Enterprise CAD workstation, or the mapped Enterprise CAD workstation is not logged on by a User, the processing of the ANI/ALI message is complete.
7. When the identified phone console identifier is mapped to an Enterprise CAD workstation, the ANI/ALI information is presented to the CAD Users based on the configured options ([section 4.4](#)).
8. When the Verification Screen configuration is enabled, the User is prompted with a window with summary parsed/mapped information (phone number, location or address information, class of service, and latitude/longitude) and Accept and Decline options.
 - a. When the Interface identifies the data source as wireless Phase II with valid latitude and longitude, the Class of Service shall display as “Phase2” and the map button will be active on the window.
 - i. When the User selects the active map button, the coordinates are plotted, with the coordinates as the label, on the Enterprise CAD Geo map.

- b. When the User selects Decline from the Verification Screen, a blank Emergency Call Taking Screen (ECT) is presented to the User and processing of the ANI/ALI data is complete
 - c. When the User selects Accept from the Verification Screen, an ECT is presented to the user pre-populated with the parse/mapped ANI/ALI data.
9. When the Verification Screen configuration is not enabled, an ECT is presented to the User pre-populated with the parse/mapped ANI/ALI data.
10. When the Accept ALI feature is enabled, and the Accept ALI button is configured on the ECT for the applicable CAD agency, the incident Address fields of the ECT remain blank, and only the Caller Location, Caller Phone and Caller Name fields are populated by the ANI/ALI parsed/mapped data.
 - a. The User selects the Accept ALI button on the ECT, populating the incident Address fields from the ANI/ALI parsed/mapped data.
11. When the incident Address fields are populated with the ANI/ALI parsed/mapped data, geo-validation of the incident location is automatically initiated on the workstation.
12. The User continues to enter ECT fields to complete the incident entry and create the incident in Enterprise CAD.
13. The User may select the ANI/ALI button on the ECT to select and view the processed ANI/ALI records associated with the incident record.

5.2 Detecting and Processing Duplicates

There are many instances in the duration of a phone call where additional data messages regarding the call are sent by the E911 controller to the ANI/ALI Interface (e.g., manual rebid, automatic rebid, transfer call to another phone console, taking the call off hold, etc.). The ANI/ALI Interface attempts to correlate received data messages to previous data messages to avoid unwanted presentations of the ECT and duplicate incidents in CAD.

5.2.1 Preconditions

- Interface application started with no persistent error condition adversely affecting the running state of the Interface.
- Criteria to identify duplicates/rebids by matching incoming data record fields within a time limit has been configured in the Interface ([section 4.7](#)).
- The phone system E911 controller is supplying a data feed through an established connection to the Interface.

5.2.2 Workflow Details

1. The phone system receives and process an E911 call. During the course of the call a data message is sent from the E911 Controller to the ANI/ALI Interface and is processed ([section 5.1](#)).
2. A User either initiates a rebid from the phone system, takes the call off hold, or conducts a process related to the phone call initiating a data message from the E911

controller to the ANI/ALI Interface, where the message is received, and activity is indicated on the ANI/ALI Interface application display.

3. When configured, the ANI/ALI Interface returns a message acknowledgement to the E911 controller ([section 4.8](#)).
4. The Interface identifies the message type and parses the data ([section 4.2](#)), applies translations ([section 4.5](#)), and then stores the data in the Enterprise CAD database.
5. The Interface compares fields processed from the data message to fields stored from previously processed ANI/ALI data messages within configured time interval ([section 4.7.1](#)).
6. When no match is found the Interfaces continues to process the data message as a new call ([section 5.1](#)).
7. When a match is found within the time interval, the Interface considers the data message a duplicate or rebid and links the record to the previously stored matching record.
8. **Optionally**, incident comments are updated with an entry indicating an E911 duplicate or rebid message was received ([section 4.7.2](#)).
9. A User viewing the incident in CAD may select the ANI/ALI button on the ECT to select and view the processed ANI/ALI records associated with the incident record, including records determined to be duplicates/rebids.

5.3 Wireless Phase II E911 Messages

ANI/ALI data messages from the E911 controller related to wireless phone calls where phone position information is included are referred to as wireless Phase II E911 messages. The Interface processes the additional call details related to the phone position as the caller's location.

5.3.1 Preconditions

- Interface application started with no persistent error condition adversely affecting the running state of the Interface.
- Interface has optional "Phase II" settings enabled and configured ([section 4.6.1](#)).
- Criteria to identify duplicates/rebids by matching incoming data record fields within a time limit has been configured in the Interface ([section 4.7](#)).
- The phone system E911 controller is supplying a data feed through an established connection to the Interface.
- The Enterprise CAD Geo Map layer "Cell Tower/Caller Locations" is enabled and selected for display (optional – [section 4.6.2](#)).

5.3.2 Workflow Details

1. A phone call is routed from a wireless service provider to the E911 phone system and includes Phase II location information regarding the phone.
2. The ANI/ALI Interface identifies the data message as Phase II and processes the data message ([section 5.1](#)).

3. When the “Cell Tower/Caller Locations” layer is selected on the Geo, a tower icon is displayed on Enterprise CAD Geo Map.
4. When geo-validating the incident location, the CAD workstation data will attempt to reverse-geocode the Phase II latitude and longitude to a street segment (block range address) if found within the Reverse-Geo Tolerance setting of Enterprise CAD.

Note: If no street segment can be found within the tolerance, the incident address will be set to the latitude/longitude coordinate string text.

5.3.2 Address Update Workflow Details

1. During the call from the wireless phone, the phone system User initiates a rebid of the ALI information and the wireless provider responds. Alternately, some E911 systems may initiate an automatic rebid.
2. The E911 control forwards the updated ALI information as a data message to the ANI/ALI Interface processing, and activity is indicated on the ANI/ALI Interface application display.
3. The interface processes the message and identifies the Phase II message as a possible duplicate or rebid based on matching fields to a previously processed ANI/ALI data message within the time specified in the configuration and links the record to the previously stored matching record.
4. Incident comments are updated with an entry indicating an E911 rebid message was received (optional).

Note: Typical configuration of the “duplicate” ANI/ALI incident comment composition would include a message stating, “*A cellular re-bid has occurred, check the ANI/ALI Viewer for details*”. The comment text is configurable. This comment is not required for this test scenario to occur, however it is enabled by default and will write the comment each time a cellular rebid is received.

5. When the coordinates of the phone indicated in the rebid ANI/ALI response are different than the previous matching record, the incident is marked as having an address update available, with an asterisk next to the Address in the Incident Queue listing the incident, and the Address Update button on the viewed incident being highlighted.
6. A User views the incident, and selects the highlighted “Update Address” button, opening the Update Address window with the Phase II update listed.
7. The User selects the listed Phase II record in the Update Address window and either Accepts or Declines the update.
 - a. When the User Accepts the Phase II update, the Address of the incident is replaced with the Phase II coordinates, geo-validation is initiated, and the address is updated with the street segment of the nearest street within reverse geo-code tolerance, or the latitude and longitude if no street segment is within reverse geo-code tolerance.
 - b. When the User Declines the Phase II update, the Address of the incident remains as is, and the Update Address button resets (i.e., not highlighted).

8. When the User selects the ANI/ALI button on the ECT for the incident, the ANI/ALI Viewer opens and displays a list of all ANI/ALI records that have been linked to the incident. Listed Phase II records may be plotted on the Geo Map by selecting/viewing the Phase II ANI/ALI record and selecting the Map button.

5.4 Processing TTY/TDD as ANI / ALI Data

The Interface can process TTY/TDD data that is passed by the phone system E911 controller in the ANI/ALI data feed and create incident comments from the TTY/TDD text in the resulting Enterprise CAD incident.

5.4.1 Preconditions

- Interface application started with no persistent error condition adversely affecting the running state of the Interface.
- ANI/ALI data stream shall contain compatible messages reflecting a TTY/TDD conversation with a type identifier, a phone system answering position identifier, along with TTY/TDD text. Each leg of the conversation, send and receive, results in a separate ANI/ALI data message.
- The Interface is configured with a message type specific to identify and process ANI/ALI data messages in the TTY/TDD format ([section 4.2](#)), with the text mapped to an incident comment. That message type is also configured to detect, and process, “duplicate” calls based on phone station ID within a specified time interval, with the comment enabled and composition including the parsed TTY/TDD text.

5.4.2 Workflow Details

1. The User receives a TTY/TDD call on the phone system.
2. The phone system sends the initial ANI/ALI data message with the TTY/TDD related message type identifier, phone system console ID, and the text received from the caller.
3. The ANI/ALI Interface receives the data message, and activity is indicated on the ANI/ALI Interface application display.
4. The Interface identifies the data message as TTY/TDD, and processes the data message ([section 5.1](#)), presenting the User with an ECT that has the TTY/TDD text as a comment.
5. After the initial presentation of the ECT with the first leg of the TTY/TDD conversation in the comments, the CAD User edits the necessary fields (e.g., Address, Problem, Priority, etc.) to create the incident record and add additional information.
6. The dialogue continues between the call-taker and the TTY/TDD caller, with each leg of the conversation (send and receive) triggering an ANI/ALI spill from the phone system in the TTY/TDD message format.
7. The Interface compares fields processed from the data message to fields stored from previously processed ANI/ALI data messages of the TTY/TDD message type within configured time interval ([section 4.7.1](#)).

8. When a match is found within the time interval, the Interface considers the data message a “duplicate” and links the record to the previously stored matching record.
9. The incident comments are updated with an entry with the TTY/TDD text of the “duplicate” message.
10. The process (steps 5. *through* 8.) repeats for each leg of the TTY/TDD conversation, record each leg as an addition incident comment.

5.5 Processing Heartbeat Messages

Optional functionality provides the ability to receive and process “heartbeat” messages used to verify the state of the connection. By default, this functionality is disabled.

Note: When implementing the ANI/ALI Interface in a pre-production CAD system using a split feed from the current production CAD system, acknowledgements to the E911 controller from the pre-production ANI/ALI Interface should be disabled to avoid contention with the production system.

5.5.1 Preconditions

- Interface application started with no persistent error condition adversely affecting the running state of the Interface.
- The phone system is set to send heartbeat messages in the ANI/ALI feed to the Enterprise CAD ANI/ALI Interface.
- Interface is configured to identify heartbeat messages from the E911 Control and has the optional “Maintain Heartbeat” setting enabled, and interval configured.
- The phone system is set to process acknowledgements (optional).

5.5.2 Workflow Details

1. During periods of low volume of ANI/ALI data to be sent from the phone system, the E911 controller shall send periodic heartbeat messages to confirm maintained connectivity and communication with the ANI/ALI Interface (typical interval is 60 seconds but may vary from system to system).
2. The Interface received a heartbeat message from the E911 controller, identifies the message as a heartbeat, and activity is indicated on the ANI/ALI Interface application display.
3. The Interface application window display updates to indicate when last heartbeat was received.
4. The Interface replies to E911 with an acknowledgment to the heartbeat.
5. When no message, including heartbeats are received by the ANI/ALI Interface within the configured timeout interval, the Interface generates a CAD Messaging message to all CAD workstations indicating the loss of communications.

6 Roles

Role	Definition
CAD Administrator	Person responsible for ongoing configuration of the CAD system. This person may be the same as the System Administrator.
CAD User	Person who has an active role to play within the CAD user base and who regularly uses the CAD system to perform that role.
System Administrator	Person responsible for daily maintenance of the system (e.g., database backups, routine maintenance tasks etc.).
CentralSquare Engineer	Person responsible for initial installation, configuration, and integration testing of the Interface.

7 Glossary

Term	Definition
CentralSquare	CentralSquare Technologies
Administrator	Client System/Agency/Interface Administrator
Interface	The software module described herein
Enterprise CAD	The CentralSquare Computer Aided Dispatch software product
Users	Customer personnel who perform dispatcher and call-taking functions
E911 Controller	ANI/ALI Provider

8 Disclaimers

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CENTRA**SQUARE**

TECHNOLOGIES

Operational Scenario Document (OSD)

Enterprise RMS Incident and Arrest Publisher Interface

Version 1.0

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Revisions

Date	Rev. No.	Author	Comments
10/29/2019	1	Robbin Massey	Initial

Overview

Export From:	Enterprise RMS
Import To:	Third Party
Module:	Incident and Arrest
Data Transfer Medium:	Network File Share
File Format:	XML
Available Event Trigger Options:	Create, Update, Delete, Button Press on Summary, Button Press on Report

Description

The CentralSquare Incident and Arrest Publisher Interface (the “Interface”) is a unidirectional interface. It will publish Incident and Arrest data from Enterprise RMS via XML files to the network file share.

Assumptions

1. Enterprise RMS has been implemented prior to delivery of the Interface.
2. No modifications to existing CentralSquare products are required for the Interface.
3. The Interface will publish the transformed data to the network file share location accessible by both the Interface and Third Party.
4. The format of the published XML file will align with the Enterprise RMS. (See Supplemental Documentation).
5. An Enterprise RMS User account needs to be created with permissions to run the Interface.
6. The Interface resides on a conventional or virtualized server platform as described in the **CentralSquare System Planning Document**.

CentralSquare Responsibilities

1. CentralSquare will complete the installation, training, and support of the Interface remotely.
2. CentralSquare will configure the Interface as required to operate in the Client environment.
3. CentralSquare will provide an overview of the operation and monitoring of the Interface.
4. CentralSquare will provide verification of the successful operation of the Interface.
5. CentralSquare will provide a sample publish XML file.

Client Responsibilities

1. The Client will provide a secure, reliable connection that has been properly configured to operate this Interface.
2. The Client will create and maintain the RMS data entry template.
3. The Client will create and maintain the RMS code tables compatible with the code fields, including Violation Codes.
4. The Client is responsible to manage XML files published to the network file share.

Details

Architecture

The Interface consists of a Windows service that listens on the Enterprise RMS Message Bus for event notifications.

Once an event notification is detected, the Interface will use the Arrest or Incident Record Identifier to gather data from Enterprise RMS and package it into an XML document. The Interface will then publish the XML document to the configured network file share. If the Interface is configured for Restrictions, then on the Create message, if a restriction is present it will not publish the record. This can be configured for certain restrictions. On the Update message if a Restriction is detected, the interface will send the delete xml. This is also configurable for certain restrictions only.

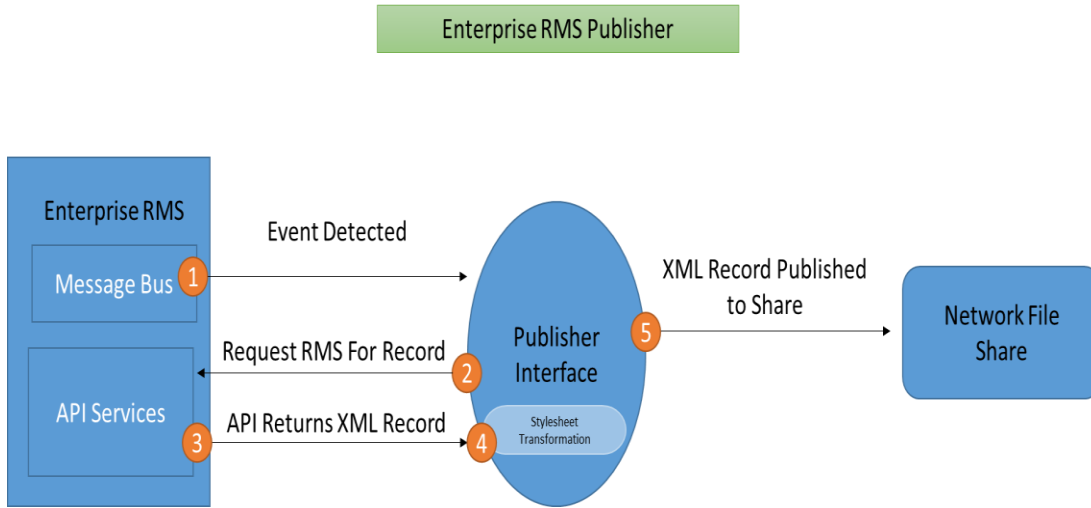
Event notifications can be configured to be raised in Enterprise RMS under the following circumstances:

1. Create: An Incident or Arrest record is created in Enterprise RMS.
2. Update: An Incident or Arrest record is modified in Enterprise RMS.
3. Delete: An Incident or Arrest record is deleted in Enterprise RMS.
4. Button Press from Incident or Arrest Summary.
5. Button Press from Incident or Arrest Report.

Note: For Deletion, the delete xml will only contain a node with the unique GUID of the Record's Identifier from RMS. This GUID will also be in every Create or Update message.

It should be noted that Enterprise RMS maintains two kinds of records: Reports and Summaries. In effect, these are two versions of the same report. A "Report" is the data record containing a report, which may be in the process of review. When the review is completed, this record becomes read-only and represents the initial version of the report. Upon completion, a "Summary" record is created that allows an RMS user the ability to continue to work with and make changes to the record. When the Summary record is created, an event will be raised by Enterprise RMS and processed by the Interface thus prompting the Interface to publish the Summary record to the configured network file share. In effect, the Interface acts only on Incident or Arrest data after it has been reviewed and approved at all steps in its defined workflow.

Workflows



1. Enterprise RMS notifies the Interface (via the Message Bus) of the event.
 2. The Interface requests the Incident and Arrest record(s) from Enterprise RMS.
 3. The Incident and Arrest record(s) is returned to the Interface.
 4. The Incident and Arrest record(s) is transformed into XML.
 5. The Incident and Arrest XML file is immediately published to the network file share location for consumption by the third party system.
- a. Create or Update files will be named like the following examples.

RMSWEB.Summary.**Incident**.6B43F3A1-6645-C5F1-821F-08D52AEBD65A.xml

RMSWEB.Summary.**Arrest**.6a10bf70-e0a6-c562-d134-08d501f8cd53.xml

- b. Deleted files will be named like the following examples.

RMSWEB.Summary.**Arrest**.6a10bf70-e0a6-c562-d134-08d501f8cd53_**Delete**.xml

The content of the delete file will only be a nodeset containing the following:

```

<RecordDeletion>
  <RecordId>
    RMSWEB.Summary.Arrest.6a10bf70-e0a6-c562-d134-08d501f8cd53
  </RecordId>
</RecordDeletion>
  
```

RMSWEB.Summary.**Incident**.6B43F3A1-6645-C5F1-821F-08D52AEBD65A_**Delete**.xml

The content of the delete file will only be a nodeset containing the following:

```

<RecordDeletion>
  <RecordId>
    RMSWEB.Summary.Incident.6B43F3A1-6645-C5F1-821F-08D52AEBD65A
  </RecordId>
</RecordDeletion>
  
```

Software

1. Windows Server 2012 or higher.
2. Microsoft .NET Framework 4.6.2 or higher.
3. Enterprise RMS 4.23.1 or higher.

Security

1. Enterprise RMS user credentials: a single user account will need to be created for the Interface to connect to the RMS API. This user account must be granted appropriate permissions for each Agency that wishes to publish data.
2. Enterprise RMS Message Bus credentials: a user account must be created for the Interface to receive events from the Enterprise RMS Message Bus.
3. File System permissions: The Windows account under which the Interface service runs must have rights to read, create, modify, and delete local files on the server where the Interface is installed.
4. Output location permissions: The Windows account under which the Interface service runs must have appropriate rights to publish files to the configured output location, whether SFTP (via a separate set of credentials) or network share (via implicit access).

Please note that, if the output location is a network share, the service account must be granted access on its own merit, that is, another set of credentials cannot be required to access the network location.

Logging

The Interface supports the following log levels. Each level contains the information from previous levels and adds its own layer of additional verbosity.

- Error: Critical application exceptions.
- Warning: Validation failures and non-critical errors.
- Info (default): General application execution information.
- Debug: Detailed application execution information will be logged. This level will consume disk space much more rapidly than the other log levels, so it is only recommended for use when troubleshooting application errors.

Logs can be written to a text file, the Windows Event Viewer, or sent via email to a configured address.

Supplemental Documentation

CentralSquare_EnterpriseRMS_IncidentSample_1.6.xml
CentralSquare_EnterpriseRMS_IncidentSchema_1.6.xsd
CentralSquare_EnterpriseRMS_ArrestSample_1.6.xml
CentralSquare_EnterpriseRMS_ArrestSchema_1.6.xsd

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CENTRAL**SQUARE**

TECHNOLOGIES

Operational Scenario Document (OSD)

Enterprise RMS Incident Publisher Interface

Version 1.0

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Revisions

Date	Rev. No.	Author	Comments
10/29/2019	1	Robbin Massey	Initial

Overview

Export From:	Enterprise RMS
Import To:	Third Party
Module:	Incident
Data Transfer Medium:	Network File Share
File Format:	XML
Available Event Trigger Options:	Create, Update, Delete, Button Press on Summary, Button Press on Report

Description

The CentralSquare Incident Publisher Interface (the “Interface”) is a unidirectional interface. It will publish Incident data from Enterprise RMS via XML files to the network file share.

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3. The Interface will publish the transformed data to the network file share location accessible by both the Interface and Third Party.
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5. An Enterprise RMS User account needs to be created with permissions to run the Interface.
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4. CentralSquare will provide verification of the successful operation of the Interface.
5. CentralSquare will provide a sample publish XML file.

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3. The Client will create and maintain the RMS code tables compatible with the code fields, including Violation Codes.
4. The Client is responsible to manage XML files published to the network file share.

Details

Architecture

The Interface consists of a Windows service that listens on the Enterprise RMS Message Bus for event notifications.

Once an event notification is detected, the Interface will use the Incident Record Identifier to gather data from Enterprise RMS and package it into an XML document. The Interface will then publish the XML document to the configured network file share. If the Interface is configured for Restrictions, then on the Create message, if a restriction is present it will not publish the record. This can be configured for certain restrictions. On the Update message if a Restriction is detected, the interface will send the delete xml. This is also configurable for certain restrictions only.

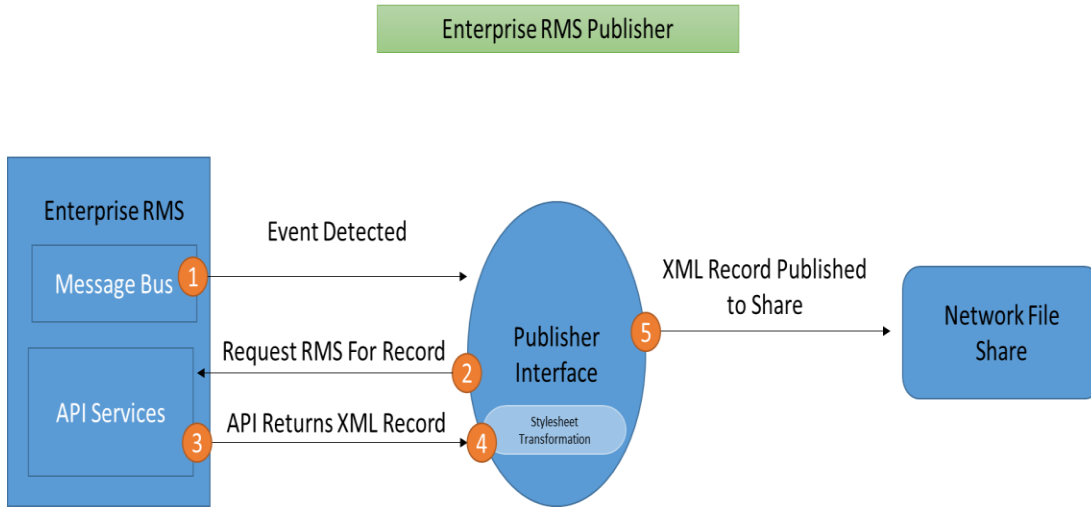
Event notifications can be configured to be raised in Enterprise RMS under the following circumstances:

1. Create: An Incident record is created in Enterprise RMS.
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3. Delete: An Incident record is deleted in Enterprise RMS.
4. Button Press from an Incident Summary.
5. Button Press from an Incident Report.

Note: For Deletion, the delete xml will only contain a node with the unique GUID of the Record's Identifier from RMS. This GUID will also be in every Create or Update message.

It should be noted that Enterprise RMS maintains two kinds of records: Reports and Summaries. In effect, these are two versions of the same report. A "Report" is the data record containing a report, which may be in the process of review. When the review is completed, this record becomes read-only and represents the initial version of the report. Upon completion, a "Summary" record is created that allows an RMS user the ability to continue to work with and make changes to the record. When the Summary record is created, an event will be raised by Enterprise RMS and processed by the Interface thus prompting the Interface to publish the Summary record to the configured network file share. In effect, the Interface acts only on Incident data after it has been reviewed and approved at all steps in its defined workflow.

Workflows



1. Enterprise RMS notifies the Interface (via the Message Bus) of the event.
2. The Interface requests the Incident record(s) from Enterprise RMS.
3. The Incident record(s) is returned to the Interface.
4. The Incident record(s) is transformed into XML.
5. The Incident XML file is immediately published to the network file share location for consumption by the third party system.
 - a. Create or Update files will be named like the following examples.

RMSWEB.Summary.**Incident**.6B43F3A1-6645-C5F1-821F-08D52AEBD65A.xml

- b. Deleted files will be named like the following examples.

RMSWEB.Summary.**Incident**.6B43F3A1-6645-C5F1-821F-08D52AEBD65A_Delete.xml

The content of the delete file will only be a nodeset containing the following:

```

<RecordDeletion>
  <RecordId>
    RMSWEB.Summary.Incident.6B43F3A1-6645-C5F1-821F-08D52AEBD65A
  </RecordId>
</RecordDeletion>
  
```

Software

1. Windows Server 2012 or higher.
2. Microsoft .NET Framework 4.6.2 or higher.
3. Enterprise RMS 4.23.1 or higher.

Security

1. Enterprise RMS user credentials: a single user account will need to be created for the Interface to connect to the RMS API. This user account must be granted appropriate permissions for each Agency that wishes to publish data.
2. Enterprise RMS Message Bus credentials: a user account must be created for the Interface to receive events from the Enterprise RMS Message Bus.
3. File System permissions: The Windows account under which the Interface service runs must have rights to read, create, modify, and delete local files on the server where the Interface is installed.
4. Output location permissions: The Windows account under which the Interface service runs must have appropriate rights to publish files to the configured output location, whether SFTP (via a separate set of credentials) or network share (via implicit access).

Please note that, if the output location is a network share, the service account must be granted access on its own merit, that is, another set of credentials cannot be required to access the network location.

Logging

The Interface supports the following log levels. Each level contains the information from previous levels and adds its own layer of additional verbosity.

- Error: Critical application exceptions.
- Warning: Validation failures and non-critical errors.
- Info (default): General application execution information.
- Debug: Detailed application execution information will be logged. This level will consume disk space much more rapidly than the other log levels, so it is only recommended for use when troubleshooting application errors.

Logs can be written to a text file, the Windows Event Viewer, or sent via email to a configured address.

Supplemental Documentation

CentralSquare_EnterpriseRMS_IncidentSample_1.6.xml
CentralSquare_EnterpriseRMS_IncidentSchema_1.6.xsd

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TECHNOLOGIES

CAD Enterprise Motorola VESTA Text-to-911 Interface

Operational Scenario Document

Standard Interface

Public Safety and Justice

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Revisions

Date	Rev. No.	Author	Comments
2/22/2021	1	W. Haladay	Initial draft.
2/23/2022	2	W. Haladay	Added additional requirements for call takers and dispatchers.
6/09/2022	3	W. Haladay	Rewrote narrative to reference VESTA terminology and API behavior.
8/15/2022	4	W. Haladay	Added Section 4.3.2 for the configuration toggle to write TTY conversation to incident comments or as an attachment.

1 Overview

CentralSquare Technologies (CST) shall implement a CAD Enterprise interface to receive Complete TTY Conversation events from the Motorola VESTA system to capture Text-to-911 message text.

VESTA provides output via Ethernet network communications using a VESTA Third-Party Interface (TPI) API. When the Public Safety Answering Point (PSAP) operator ends a call session, the VESTA system transfers Complete TTY Conversation event message for consumption by the CAD Enterprise interface. When the CAD Enterprise interface identifies this event message with a text message transcript, the interface shall present to the user at the CAD Enterprise workstation corresponding to the phone position referenced in the event message with the option to create a new incident with the transcript, append the transcript to an existing open incident, or ignore the text message.

When the interface incorporates the conversation transcript into an incident, the interface shall compose an incident comment to include the basic information regarding the session (a remark that a TTY call was received, the message connection/received timestamp, the contact phone number, the VESTA system phone position, and the corresponding CAD Enterprise workstation).

A text file with each timestamped receive (Rx) and transmit (Tx) text leg of the session is attached to the incident.

1.1 VESTA Third-Party Interface (TPI)

1.1.1 Application Programming Interface (API)

The *VESTA Third-Party Interface version 2.2* (referred to in this document as *Third-Party Interface*) is a programmatic interface by which a custom application can access a subset of VESTA functionality, such as location information or hold a TTY conversation outside the VESTA application.

The Third-Party Interface, version 2.2, supports VESTA® 9-1-1 version DMS-100 (3.0 or greater).

2 Content References

2.1 Vendor Documents

2.1.1 Technical Specifications

1. VESTA Third-Party Interface – API Guide for Developers 2.2 – Rev 5.pdf

3 Prerequisites and Constraints

3.1 External System

3.1.1 Network and Communications

Communication between the VESTA TPI and CST's VESTA TPI interface relies upon well-known industry standards and protocols. Certain protocols rely upon published, default TCP port values that must be allowed to traverse a PSAP's computer network. If these ports are blocked by policy and network firewall configuration rules between the VESTA TPI interface and the Third-Party Interface API, interface communication shall be pre-empted and functionality shall be hindered.

The utilized standards and protocols are identified as follows.

- TCP/IP to establish connections and transport data
- HTTP 1.1 protocol (default port 80) to define top-level message details
- SOAP 1.1 protocol (no port required) to define action-specific message details and application-level errors
- XML 1.1 protocol to define the document type
- UTF-8 to define the character set used in the XML document

It is the responsibility of the client to provide the network communication path between the VESTA system and the CAD Enterprise system.

3.1.2 Third-Party Interface

The VESTA Third-Party Interface (herein referred to as "VESTA TPI") runs as a Windows® operating system service whether running on a workstation or a back-room server. In the event the service is in an "out of service" state, CST's Text-to-911 interface shall not be able to communicate with the VESTA system to provide the functionality for which it is designed. Once the service returns to an "in service" state, the VESTA TPI interface shall resume its function to provide CAD Enterprise with functionality supported by the Third-Party Interface API.

3.1.3 Third-Party Interface Location Implementation

There are two methods of location implementation available when installing the Third-Party Interface.

1. **Site Interface** – A site-centric interface location means an external interface such as the VESTA TPI interface can subscribe to events that occur throughout the

VESTA system. Events that are sent from each VESTA workstation to the VESTA server are propagated to the VESTA TPI interface.

- a. When installing the Third-Party Interface in this manner, the VESTA TPI interface shall communicate with the Third-Party Interface API located on the central host server.
 - b. The site-based Third-Party Interface runs as a Windows executable, which automatically starts and stops when Windows® starts and stops.
 - c. This method supports a one-to-many multiplicity, meaning one instance of the interface shall receive events from multiple VESTA workstations.
2. **Host Interface** – A host-centric interface location means services are provided from a VESTA workstation to a third-party application. Requests are executed and events are generated from each VESTA workstation and propagated by the Third-Party Interface to the VESTA TPI interface.
- a. When installing the Third-Party Interface in this manner, the VESTA TPI interface shall be installed as a CAD workstation plugin to communicate with its paired VESTA workstation.
 - b. The host-based Third-Party Interface runs as a Windows service and is managed using the Windows® Services control manager. The Third-Party Interface service starts and stops when Windows® starts and stops.
 - c. This method supports a one-to-one multiplicity, meaning one instance of the interface shall receive events from one VESTA workstation.

The CST VESTA TPI interface shall communicate with the VESTA TPI API using the Host Interface method.

3.1.4 VESTA Host Interface Configuration

The VESTA Host Interface must be properly configured for a third-party application, such as the CST TPI Interface, to send requests to and receive events from a single VESTA workstation. The following Third-Party Host Interface configuration items need to be set prior to the CST Host Interface sending requests to VESTA via the VESTA Third-Party Interface.

1. **Enable Host Interface** – the “Enable the Host Interface” option needs to be enabled for Host Interface configuration to be activated. This configuration item is **disabled** by default.

2. **TCP Port Number** – set the port number by which the Host Interface will use to receive requests. The default is 50000, but the port number can be in a range from 49152 through 65535. The value entered must match the port number the CST Host Interface will use to send requests to the VESTA Host Interface.
3. **Confirmations** –the “Agent must confirm the Log Off Agent request” allows the Site Administrator to enable or disable the confirmation dialog that is displayed when the Third-Party Interface receives a request from the CST Host Interface to log off the agent from VESTA. The confirmation dialog is **enabled** by default.

3.2 CAD Enterprise System

3.2.1 CAD Enterprise

1. The CAD Enterprise system must be upgraded to a version that supports the developed interface.
2. CAD Enterprise must have the Documents and Attachments feature enabled and configured to support the interface attaching the processed message transcript to the CAD incident record.
3. CAD Enterprise shall incorporate and maintain certain data values from the VESTA system to capture unique identifiers related to VESTA call records. These values include the Call ID and the VESTA console number.
 - The “**Call ID**” element is the foundation or key for calls managed within VESTA and the Third-Party Interface. As such, it also forms the foundation for linking VESTA-originated calls within CAD Enterprise. Because calls can be active at more than one VESTA workstation during the lifetime of the call, it is necessary to track that activity using a consistent identifier. Due to this importance for accurately tracking linked calls in both VESTA and CAD, the Call ID is provided in each of the events published by the Host interface that contain call-based states and information.

CAD Enterprise shall use the Call ID to track calls that change during the lifetime of the call. This can happen when a call is tracked over multiple VESTA workstations (known as “legs”). The Third-Party Interface notifies third-party applications when the Call ID changes so newly identified legs can be correctly associated with the original call.

The Call ID can change if VESTA determines a new call is the leg of a conference or part of another call.

- The “**Console Number**” element identifies the VESTA workstation associated with an event. This allows the third-party application to be centrally located rather than be tied to each of the VESTA workstations. All the events published by the Host Interface contain the Console Number.

3.2.2 *CAD Enterprise Interface*

1. The interface shall be hosted on a server meeting the minimum requirements of a CAD Enterprise interface server as documented in the Enterprise Suite System Planning Guide.
2. The interface is a VisiNet Service plugin solution hosted on the CAD Enterprise interface server that is configured to receive the VESTA text conversation through a Motorola VESTA TPI API implementation.
3. The CST VESTA TPI Interface shall maintain awareness of the connection health between the two systems.

Host Interface Health State – To determine the health of the Host Interface, the CST Host Interface shall utilize the “Confirm Subscription to Host Interface” message. This message elicits an immediate response from the Host Interface and provides the necessary “heartbeat” required to determine the health status of the connection.

4 Configurability

4.1 Connectivity

4.1.1 Summary

The VESTA Host Interface must be properly configured for a third-party application, such as the CST VESTA TPI Interface, to send requests to and receive events from a single VESTA workstation. The following Third-Party Host Interface configuration items need to be set prior to the CST Host Interface sending requests to VESTA via the VESTA Third-Party Interface.

1. **Enable Host Interface** – the “Enable the Host Interface” option needs to be enabled for Host Interface configuration to be activated. This configuration item is **disabled** by default.
2. **TCP Port Number** – set the port number by which the Host Interface will use to receive requests. The default is 50000, but the port number can be in a range from 49152 through 65535. The value entered must match the port number the CST Host Interface will use to send requests to the VESTA Host Interface.
3. **Confirmations** – the “Agent must confirm the Log Off Agent request” allows the Site Administrator to enable or disable the confirmation dialog that is displayed when the Third-Party Interface receives a request from the CST Host Interface to log off the agent from VESTA. The confirmation dialog is **enabled** by default.

4.2 Data Processing

4.2.1 Summary

The interface provides configuration to correlate data received to a CAD workstation or ignore received data based on the VESTA console position number provided in the processed Complete TTY Conversation message.

4.2.2 Details — Workstation Mapping

The Interface Engineer or System Administrator shall configure the interface by mapping each CAD Enterprise workstation to a corresponding VESTA system console position number.

4.2.3 Details — VESTA Consoles to Ignore

The Interface Engineer or System Administrator shall configure the interface by listing VESTA system console numbers that should be ignored (e.g., when there are VESTA system consoles that correspond to another CAD system or no CAD system). This prevents processing an error condition and potential Advisor Alerts.

4.2.4 Details — Advisor Notifications

The Interface Engineer or System Administrator shall configure the CAD Advisor for a Notification Type of “Advisor Notification Created” with the Trigger Rule of “when Advisor notification identifier is TextTo911Error”, conditions to allow designated alert recipients to receive the notification, an appropriate notification description, and enable the notification.

4.3 User Interface Options

4.3.1 “Ignore” Option

The System Administrator shall configure the workstation plug-in option for the interface to enable/disable the “Ignore” option when presenting the CAD user dialog to process the received TTY information.

4.3.2 “Conversation” Option

The System Administrator shall configure the workstation plug-in to direct the full conversation text to one of the following options. Note, only one option may be chosen.

1. Write TTY conversation to incident comments as text block.
2. Attach TTY conversation to incident as hyperlinked document.

5 Operational Scenarios

5.1 Processing Incoming Text Conversation

When a call is terminated on the VESTA system, including when an operator terminates a text call, the VESTA call record is completed and is transferred to the CAD Enterprise interface. When the received call record contains a text transcript, the interface shall present the CAD user with a dialog to create a new incident and attach the text message dialog, or to attach the text message dialog to an existing open incident, or ignore the text transcript, and then process the message based on the user selection.

5.1.1 Preconditions

1. The CAD Enterprise interface is running, configured, and receiving communications from the VESTA system.
2. The VESTA system phone position to CAD workstation mapping configuration is established (section 4.2.2).
3. TextTo911Error Advisor notification (section 4.2.4) configured to provide alert to at least one logged-in recipient.

5.1.2 Workflow Details — Creating a CAD Incident

1. The VESTA system operator, who is also a CAD workstation user, receives a Text-to-911 call on the VESTA system and creates a dialog session by receiving text messages and sending text messages, and then terminates the call session.
2. The VESTA system creates and completes a call record for the session, and transfers the data, including the transcript of received and sent text messages, to the interface.
3. The CAD Enterprise interface identifies the received message as having a text transcript, identifies the phone position as being mapped to an CAD Enterprise workstation (section 4.2.2), and presents the CAD Enterprise user logged into the workstation with a link to view the text message transcript, along with a dialog to create a new incident, or to append to an existing incident, or to ignore the message.
 - a. When the user selects the transcript link on the dialog, a window with the text message transcript displays.
 - b. The window with text message transcript is closed by user action.
4. When the CAD user chooses to create a new incident, the user is presented with an emergency call taking (ECT) screen to create a new incident with the following information prepopulated from the incoming data:

-
- a. Callback (caller) phone number mapped from the contact phone number.
 - b. An incident comment with:
 - i. Date and time received.
 - ii. Comment initial indicates the comment was the result of the interface processing.
 - iii. Comment text stating that a Text-to-911 message was received with the contact phone number from the conversation, the VESTA phone position, and the mapped CAD workstation.
 - c. When the System Administrator configures the interface to write the TTY text conversation to the incident comments, the full conversation is written to the incident comments.
 - d. When the System Administrator configures the interface to attach the TTY text conversation to the incident, a text file attachment displays the text message transcript parsed from the message, including the timestamp and the "Tx" or "Rx" indicator.

5.1.3 Workflow Details — Appending to Open Incident

1. The VESTA system operator, who is also a CAD workstation user, receives a Text-to-911 call on the VESTA system and creates a dialog session by receiving text messages and sending text messages and then terminates the call session.
2. The VESTA system creates and completes a call record for the session and transfers the data, including the transcript of received and sent text messages, to the interface.
3. The CAD Enterprise interface identifies the received message as having a text transcript, identifies the phone position as being mapped to a CAD Enterprise workstation (section 4.2.2) and presents the CAD Enterprise user logged into the workstation with a link to view the text message transcript, along with a dialog to create a new incident, or to append to an existing incident, or to ignore the CDR.
 - a. When the user selects the transcript link on the dialog, a window with the text message transcript displays.
 - b. The window with text message transcript is closed by user action.
4. When the CAD user chooses to append to an open incident, the user must enter the three-digit CAD Enterprise incident queue ID.

5. When the three-digit incident queue ID does not match an open incident within the CAD Enterprise system, the user is provided feedback that the incident ID is invalid and the option to create an incident or append to an open incident or ignore the CDR is presented again.
6. When the 3-digit incident queue ID matches an open incident within the CAD Enterprise System, the interface shall add the following incident comments to the selected incident record.
 - a. An incident comment with:
 - i. Date and time received.
 - ii. Comment initial indicates the comment was the result of the interface processing.
 - iii. Comment text stating that a Text-to-911 message was received, and including the contact phone number, the VESTA phone position, and the mapped CAD workstation.
 - b. When the System Administrator configures the interface to write the TTY text conversation to the incident comments, the full conversation is written to the incident comments
 - c. When the System Administrator configures the interface to attach the TTY text conversation to the incident, a text file attachment displays the text message transcript parsed from the message, including the timestamp and the "Tx" or "Rx" indicator.

5.1.4 Workflow Details — User Selects to Ignore the CDR

1. The VESTA system operator, who is also a CAD workstation user, receives a Text-to-911 call on the VESTA system and creates a dialog session by receiving text messages and sending text messages and then terminates the call session.
2. The VESTA system creates and completes a call record for the session and transfers the CDR data, including the transcript of received and sent text messages, to the interface.
3. The CAD Enterprise interface identifies the received message as having a text transcript, identifies the phone position as being mapped to an CAD Enterprise workstation (section 4.2.2), and presents the CAD Enterprise user logged into the workstation with a dialog to create a new incident, or to append to an existing incident, or to ignore the CDR.

4. When the CAD user chooses the option to ignore the message, the interface shall create an Activity Log entry that indicates a 9-1-1 text message was received and ignored and references the mapped CAD Enterprise workstation and the CAD Enterprise user selecting the “ignore” action.

5.1.5 Workflow Details — Workstation Not Mapped

1. The VESTA system operator receives a Text-to-911 call on the VESTA system and creates a dialog session by receiving text messages and sending text messages, and then terminates the call session.
2. The VESTA system creates and completes a call record for the session, and transfers the data, including the transcript of received and sent text messages, to the interface.
3. The CAD Enterprise interface identifies the received message as having a text transcript, and based on the interface mapping of the VESTA phone positions to CAD Enterprise workstations (section 4.2.2):
 - a. The VESTA phone position is not in the configuration
 - b. Or, the VESTA phone position is not mapped to a logged on CAD Enterprise workstation.
4. The CAD Enterprise interface shall create an Activity Log entry that indicates a 9-1-1 text message was received but could not be mapped to logged-in CAD Enterprise workstation and references the VESTA phone position provided in the call record and the mapped CAD Enterprise workstation (when determined).
5. The CAD Enterprise interface shall initiate an Advisor Alert.

6 Roles

Role	Definition
CAD Administrator	Person responsible for ongoing configuration of the CAD system. This person may be the same as the System Administrator.
CAD User	Person who has an active role to play within the CAD user base and who regularly uses the CAD system to perform that role.
CentralSquare Engineer	Person responsible for initial installation, configuration, and integration testing of the Interface.
System Administrator	Person responsible for daily maintenance of the system (e.g., database backups, routine maintenance tasks etc.).

7 Glossary

Term	Definition
Administrator	Client System/Agency/Interface Administrator.
CAD Enterprise	The CentralSquare Computer Aided Dispatch (CAD) software product.
CentralSquare	CentralSquare Technologies (CST)
Interface	The software module described herein.
MSRP	Message Session Relay Protocol
PSAP	Public Safety Answering Point
RFAI	Request for Assistance Interface
Users	Customer personnel who perform dispatcher and call-taking functions.

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CAD Enterprise Standard RapidSOS Interface

Operational Scenarios Document

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1 Revisions

Date	Rev. No.	Author	Comments
06/12/2019	1	J. Franquez	Initial draft
05/24/2022	2	N. Novak	Updated prerequisites and scenarios

2 Overview

CentralSquare shall implement a standard RapidSOS, service-based, interface to work with the RapidSOS API. The API provides the ability for connecting clients to query the RapidSOS Clearinghouse server over public networks only when using TLS and tightly-controlled API keys. The API keys are used during the query process to authenticate the requestor to an agency that is authorized to retrieve caller location data. The Clearinghouse contains the information of callers that have:

1. The technical ability to deliver their location information to the Clearinghouse;
2. Placed a 911 call.

The RapidSOS Clearinghouse server interfaces with CAD Enterprise through a host server using a REST Web Service (HTTPS). Once an Incident ID is assigned to a call incident that was created using ANI/ALI data, the Interface will query the Clearinghouse using the received ANI and return the location for that caller (if a location is available). Workflows on assigning an Incident ID to a call varies between agencies and will affect how this interface initially queries the Clearinghouse.

3 Content References

3.1 Technical Documents

3.1.1 *Technical Reference Guide*

- a) RapidSOS Interface Technical Reference 5.8.6

4 External Prerequisites and Constraints

4.1 External System

4.1.1 Internet Security Requirements

4.1.1.1 TLS 1.2

- a) The network shall support TLS 1.2 as a means of communication from the CAD Enterprise Interface server hosting the interface to the Clearinghouse server.

Note: The Clearinghouse has deprecated the use of TLS 1.0 and 1.1 for connecting agencies.

4.1.1.2 Whitelisting

- a) If whitelisting is required to meet network security policies, the client System Administrator shall whitelist the domain api.rapidsos.com.

4.1.2 API Key Requests

- a) The Client System Administrator shall request credentials from RapidSOS through their RapidSOS portal. These are unique credentials that are assigned per CAD Enterprise system and is delivered to and maintained by the requestor.

Note: If there is a multi-agency CAD build, one set of credentials (Username/Password) will suffice for authentication. If agencies are on different systems, each will require their own set of credentials.

If an agency has multiple CentralSquare products that offer RapidSOS as a feature, each integration will require its own unique set of credentials, i.e., CAD Enterprise, 911 Enterprise, CAD Pro.

4.1.3 Geofence Approvals

- a) RapidSOS shall build a geofence using the values from the form field named, "GEOGRAPHIC AREA COVERED BY AGENCY", in the online portal used to request credentials (Section 4.1.2).
- b) RapidSOS shall approve these geofences. This process can take a minimum of 14 days to complete from the date the credentials are issued to CentralSquare.

4.2 CAD Enterprise System

4.2.1 CAD Enterprise

- a) The client System Administrator shall update CAD Enterprise to version 5.8.7 or newer.
- b) The CentralSquare Engineer shall confirm that there is an ANI / ALI interface configured and running.
- c) The client System Administrator shall configure the default CAD Enterprise Geomap MXD document to contain the "Cell Tower Caller Location" and "Cell Tower Caller Location Lines" map layers.

4.2.2 CAD Enterprise Interface

- a) The interface shall be hosted on a server meeting the minimum requirements of an CAD Enterprise Interface server as documented in the *Enterprise Suite System Planning Guide*.

5 Configurability

5.1 Connectivity and Status

The interface will initiate a connection to the Clearinghouse through a HTTPS request over TCP port 443 using the API URL and credentials provided in the interface configuration. The connection is not continuous and is only one-way—requests will always be “outbound” from the CAD Enterprise Interface Server to the Clearinghouse. The Clearinghouse will never initiate any connections to the CAD Enterprise Interface server other than to provide location returns when requested.

5.1.1 Connection Settings

- a) The CentralSquare Engineer shall configure the interface with the client provided API URL (default api.rapidsos.com), clientid (username), and clientsecret (password).

5.1.2 Communication Time-Out Settings

- a) The CentralSquare Engineer shall configure the interface for the interval at which a request to the Clearinghouse will time-out.

5.1.3 Advisor Alerts

- a) The CentralSquare Engineer or client System Administrator shall configure an Advisor alert in CAD Enterprise to display when the VisiNet Service stops running.

5.2 Caller Location Polling

The wireless caller location poll process consists of sending a query to the Clearinghouse, receiving the location, and providing an address update to the CAD User.

5.2.1 PowerLine Command

- a) The CentralSquare Engineer shall configure the PowerLine command that will be used to initiate a continuous poll of a caller's location.
- b) The System Administrator shall ensure proper permissions are set for Users to have access to this feature.

5.2.2 Polling Interval

- a) The CentralSquare Engineer shall configure the interface with the polling interval for sending caller location requests to the Clearinghouse.

5.2.3 Minimum Distance

- a) The CentralSquare Engineer shall configure the interface with the minimum distance in feet for determining whether an address update is required or not.

6 Operational Scenarios

6.1 Querying the RapidSOS Clearinghouse

When a PSAP receives an active 911 call from a wireless caller, the interface will query the Clearinghouse for caller location information (latitude and longitude) and provide the return to the CAD User that answered the call.

6.1.1 Preconditions

- a) The CAD Enterprise interface is configured to be hosted on an interface server and is properly configured with the API URL and valid credentials provided by RapidSOS.
- b) An CAD Enterprise ANI/ALI interface is configured and operational.
- c) The VisiNet Service is running on the host interface server.
- d) The selected CAD Enterprise GEO map document (.mxd) is configured to show a caller's location with the icons provided in the "Cell Tower Caller Location" and "Cell Tower Caller Location Lines" map layers.

6.1.2 Workflow Details

- a) When an incident is created on a call-taker's ECT window using ANI/ALI from a wireless call, the interface will immediately generate one query to the Clearinghouse server using the phone number received through ANI/ALI.
 - 1. When an incomplete phone number is received, the interface will not query the Clearinghouse. A complete number will include the 3-digit area code and 7-digit phone number.
 - 2. When a complete phone number is received, the interface will automatically add a '1' in front of the phone number during the query process.
- b) When the interface receives a return from the Clearinghouse with valid location data, the active call will receive an address update. This will illuminate the "Update Address" button on the ECT screen. When the "Update Address" button is selected, the Updated Address Information window will appear and will display address information with its respective source. One of the address records listed in the window will be from RapidSOS.
 - 1. When no data exists in the Clearinghouse for the caller's phone number, the return will not contain location information, Update Address button will not illuminate and there will not be a record with a source of "RapidSOS" displayed in the "Updated Address Information" window.
 - 2. The Activity Log will record any return from the Clearinghouse even if there was no location information. The Activity Log will not record errors.
 - 3. Each time the call taker accepts the Updated Address from the Updated Address Information window, the address on the ECT will be updated, effectively changing the incident address.
- c) Simultaneous to signaling the dispatcher of an address update by illuminating the Update Address button, the Geomap will plot an icon in the map using the location information received. The icon will also display a label with the latitude and longitude.
 - 1. If the location of the caller differs from the location on an incident, the Incident location icon will be connected to the caller location icon using a blue, double-line, link line.

-
- d) Once the CAD call is Closed, the interface will stop processing location updates

6.2 Continuous Polling

CAD Enterprise provides a PowerLine command for initiating a continuous poll of the caller location (latitude and longitude).

6.2.1 Preconditions

1. The CAD Enterprise interface is configured to be hosted on an interface server and is properly configured with the API URL and valid credentials provided by RapidSOS.
2. An CAD Enterprise ANI/ALI interface is configured and operational.
3. The VisiNet Service is running on the host interface server.
4. An incident has been created using ANI/ALI and has an Incident ID assigned.
5. The RapidSOS PowerLine is configured and assigned a user command in CAD Enterprise (PowerLine and Function Setup Utility), with CAD users having Function Level Security permission based on their Function Group membership.

6.2.2 Workflow Details

1. A CAD User initiates the RapidSOS Continuous Polling PowerLine command and includes the Incident ID. Optional parameters are available to either START, STOP, or do a single poll of a caller's location with the ONCE parameter.
 1. Initiating the command without an optional parameter will start a continuous poll.
 2. The only way to stop continuous polling on an active call, or while having the ECT open, is by re-entering the PowerLine command, Incident ID, and the optional parameter of STOP.
2. Immediately after sending the command through the PowerLine, the interface will generate a query with the ANI at a configurable polling rate. The rate at which the interface polls the caller location depends on the setting configured in the interface (Section 5.2.2).
3. When the interface receives the returned location from the Clearinghouse, it will compare it to the previously received location and determine the difference in distance. If the distance is further than the configured distance, it will provide an address update. If it is within the configured distance it, it will disregard the update (Section 5.2.3).
4. The interface will update the RapidSOS address in the Update Address Information window if it has not been accepted as the incident address since the last polled location was received.
5. The continuous polling will continue at the preconfigured interval (seconds) until the CAD User explicitly stops it using the PowerLine Command or until the incident is closed.

7 Roles

Role	Definition
CAD Administrator	Person responsible for ongoing configuration of the CAD system. This person may be the same as the System Administrator.
CAD User	Person who has an active role to play within the CAD user base and who regularly uses the CAD system to perform that role.
System Administrator	Person responsible for daily maintenance of the system (e.g., database backups, routine maintenance tasks etc.).
CentralSquare Engineer	Person responsible for initial installation, configuration, and integration testing of the Interface.

8 Glossary

Term	Definition
CentralSquare	CentralSquare Technologies
Administrator	Client System/Agency/Interface Administrator
Interface	The software module described herein
Enterprise CAD	The CentralSquare Computer Aided Dispatch software product
Users	Customer personnel who perform dispatcher and call-taking functions

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Operational Scenario Document (OSD)

Enterprise RMS Warrant Publisher Interface

Version 1.0

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Revisions

Date	Rev. No.	Author	Comments
11/8/2019	1	Robbin Massey	Initial

Overview

Export From:	Enterprise RMS
Import To:	Third Party
Module:	Warrant
Data Transfer Medium:	Network File Share
File Format:	XML
Available Event Trigger Options:	Create, Update, Delete, Button Press on Summary, Button Press on Report

Description

The CentralSquare Publisher Interface (the “Interface”) is a unidirectional interface. It will publish Warrant data from Enterprise RMS via XML files to the network file share.

Assumptions

1. Enterprise RMS has been implemented prior to delivery of the Interface.
2. No modifications to existing CentralSquare products are required for the Interface.
3. The Interface will publish the transformed data to the network file share location accessible by both the Interface and Third Party.
4. The format of the published XML file will align with the Enterprise RMS.
5. An Enterprise RMS User account needs to be created with permissions to run the Interface.
6. The Interface resides on a conventional or virtualized server platform as described in the **CentralSquare System Planning Document**.

CentralSquare Responsibilities

1. CentralSquare will complete the installation, training, and support of the Interface remotely.
2. CentralSquare will configure the Interface as required to operate in the Client environment.
3. CentralSquare will provide an overview of the operation and monitoring of the Interface.
4. CentralSquare will provide verification of the successful operation of the Interface.
5. CentralSquare will provide a sample publish XML file.

Client Responsibilities

1. The Client will provide a secure, reliable connection that has been properly configured to operate this Interface.
2. The Client will create and maintain the RMS data entry template.
3. The Client will create and maintain the RMS code tables compatible with the code fields, including Violation Codes.
4. The Client is responsible to manage XML files published to the network file share.

Details

Architecture

The interface consists of a Windows service that listens on the Enterprise RMS Message Bus for event notifications.

Once an event notification is detected, the Interface will use the Warrant Record Identifier to gather data from Enterprise RMS and package it into an XML document. The Interface will then publish the XML document to the configured network file share. If the Interface is configured for Restrictions, then on the Create message, if a restriction is present it will not publish the record. This can be configured for certain restrictions. On the Update message if a Restriction is detected, the interface will send the delete xml. This is also configurable for certain restrictions only.

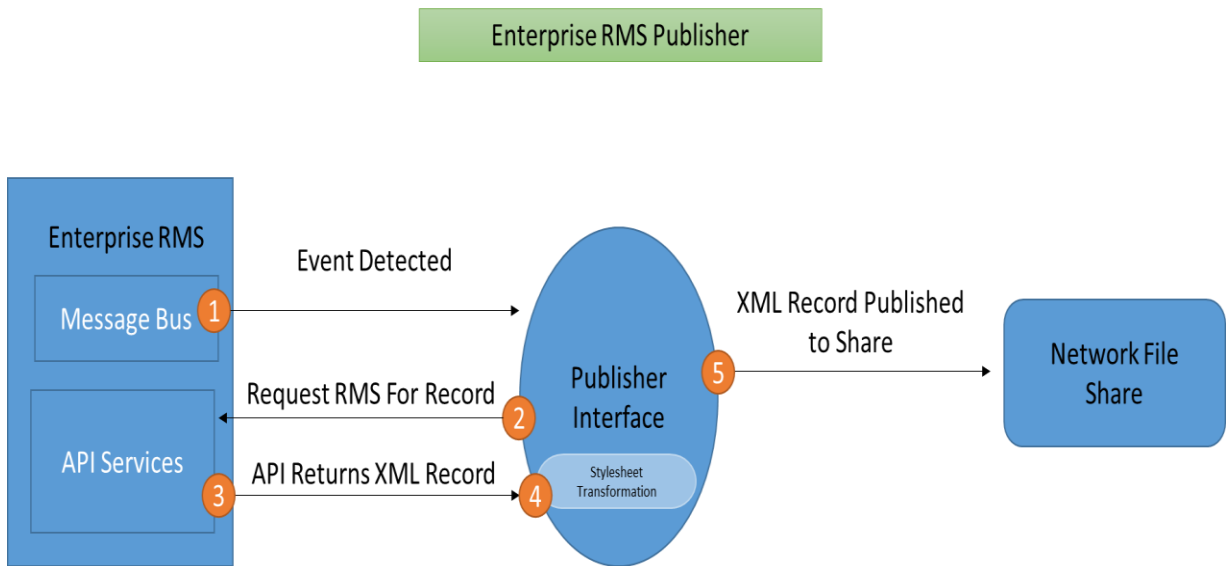
Event notifications can be configured to be raised in Enterprise RMS under the following circumstances:

1. Create: A Warrant record is created in Enterprise RMS.
2. Update: A Warrant record is modified in Enterprise RMS.
3. Delete: A Warrant record is deleted in Enterprise RMS.
4. Button Press from a Warrant Summary.
5. Button Press from a Warrant Report.

Note: For Deletion, the delete xml will only contain a node with the unique GUID of the Record's Identifier from RMS. This GUID will also be in every Create or Update message.

It should be noted that Enterprise RMS maintains two kinds of records: Reports and Summaries. In effect, these are two versions of the same report. A "Report" is the data record containing a report, which may be in the process of review. When the review is completed, this record becomes read-only and represents the initial version of the report. Upon completion, a "Summary" record is created that allows an RMS user the ability to continue to work with and make changes to the record. When the Summary record is created, an event will be raised by Enterprise RMS and processed by the Interface thus prompting the Interface to publish the Summary record to the configured network file share. In effect, the Interface acts only on Warrant data after it has been reviewed and approved at all steps in its defined workflow.

Workflows



1. Enterprise RMS notifies the Interface (via the Message Bus) of the event.
2. The Interface requests the Warrant record(s) from Enterprise RMS.
3. The Warrant record(s) is returned to the Interface.
4. The Warrant record(s) is transformed into XML.
5. The Warrant XML file is immediately published to the network file share location for consumption by the third party system.

Software

1. Windows Server 2012 or higher.
2. Microsoft .NET Framework 4.6.2 or higher.
3. Enterprise RMS 4.23.1 or higher.

Security

1. Enterprise RMS user credentials: a single user account will need to be created for the Interface to connect to the RMS API. This user account must be granted appropriate permissions for each Agency that wishes to publish data.
2. Enterprise RMS Message Bus credentials: a user account must be created for the Interface to receive events from the Enterprise RMS Message Bus.
3. File System permissions: The Windows account under which the Interface service runs must have rights to read, create, modify, and delete local files on the server where the Interface is installed.
4. Output location permissions: The Windows account under which the Interface service runs must have appropriate rights to publish files to the configured output location, whether SFTP (via a separate set of credentials) or network share (via implicit access).

Please note that, if the output location is a network share, the service account must be granted access on its own merit, that is, another set of credentials cannot be required to access the network location.

Logging

The Interface supports the following log levels. Each level contains the information from previous levels and adds its own layer of additional verbosity.

- Error: Critical application exceptions.
- Warning: Validation failures and non-critical errors.
- Info (default): General application execution information.
- Debug: Detailed application execution information will be logged. This level will consume disk space much more rapidly than the other log levels, so it is only recommended for use when troubleshooting application errors.

Logs can be written to a text file, the Windows Event Viewer, or sent via email to a configured address.

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Operational Scenario Document (OSD)

Enterprise RMS Crash Publisher Interface

Version 1.2

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Revisions

Date	Rev. No.	Author	Comments
11/5/2019	1	Robbin Massey	Initial
1/28/2020	1.1	Robbin Massey	Added clarification surrounding web service type and Supplemental Information section.
10/12/2020	1.2	Robbin Massey	1. Updated Architecture, Action Trigger, Workflow, Supporting Documentation and Supplemental Information sections. 2. Added item 5 to the CentralSquare responsibilities and removed items 2 & 3 from customer responsibilities.

Overview

Export From:	Enterprise RMS
Import To:	TX DOT
Module:	Crash
Data Transfer Medium:	TxDOT SOAP based Web Service
File Format:	TxDOT defined XML
Action Trigger:	Approved Crash Report Button Press for Report or Summary Validation Button Press on Summary for Resubmissions

Description

The CentralSquare TxDOT Crash Interface (the “Interface”) is a Bidirectional interface. It will publish Crash related data from Records Enterprise to the TxDOT web service and receive response data from TxDOT back into Records Enterprise.

Assumptions

- Enterprise RMS has been implemented prior to delivery of the Interface.
- No modifications to existing CentralSquare products are required for the Interface.
- The Interface will publish the transformed data to the web service location accessible by both the Interface and TxDOT.
- The format of the published data will align with the TxDOT crash submission format.
- A Records Enterprise user account will be created by CentralSquare with permissions to run the Interface.
- The Interface will reside on a conventional or virtualized server platform as described in the **CentralSquare System Planning Document**.

CentralSquare Responsibilities

1. CentralSquare will complete the installation, training, and support of the Interface remotely.
2. CentralSquare will configure the Interface as required to operate in the Client environment.
3. CentralSquare will provide an overview of the operation and monitoring of the Interface.
4. CentralSquare will provide verification of the successful operation of the Interface.
5. CentralSquare will provide the Crash template designed to be used for capturing data for submitting to TxDOT. Manual changes to the Crash template may result in adverse impacts to Interface performance.

Client Responsibilities

1. The Client will provide a secure, reliable connection that has been properly configured to operate this Interface.

Details

Architecture

The Interface consists of a Windows service that listens for event notifications within the Records Enterprise Crash module, on the Records Enterprise Message Bus. Once an event notification is detected, the Interface will use the Crash Record Identifier to gather data from Records Enterprise and package it into an XML document. The Interface will then publish the XML document to the configured web service.

Events notifications will be raised in Enterprise RMS under the following circumstances:

1. Button Press: The Crash report can be validated against the TxDOT validation endpoint by selecting the "Validate with TxDOT" option from the action dropdown. Upon clicking on the "Validate with TxDOT", a toaster message will display indicating whether the validation was successful or whether an error was returned by the state. The user can then click the report number hyperlink in the toaster message to be redirected to the report where any errors can be reviewed in "Submission Log" narrative.
2. Approved Report: A Crash report is approved in Records Enterprise which initiates a transfer of the data to a Summary record. The Crash record will then be sent to the Interface including an accompanying image of the crash report. This image must be submitted as a PDF file created from the agency / vendor of the paper report. The collision diagram will be within the PDF file. Upon Approving a Crash report, a toaster message will display indicating whether the publish was successful or whether an error was returned by the state. The user can then click the summary number hyperlink in the toaster message to be redirected to the Summary where any errors can be reviewed in "Submission Log" narrative.
3. Button Press: A Crash record can be published manually by selecting the "Publish to TxDOT" option from the action dropdown on the Crash Summary record. This will include an accompanying image of the crash report. This image must be submitted as a PDF file created from the agency / vendor of the paper report. The collision diagram

will be within the PDF file. Upon clicking “Publish to TxDOT”, a toaster message will display indicating whether the publish was successful or whether an error was returned by the state. The user can then click the summary number hyperlink in the toaster message to be redirected to the summary where any errors can be reviewed in the “Submission Log” narrative.

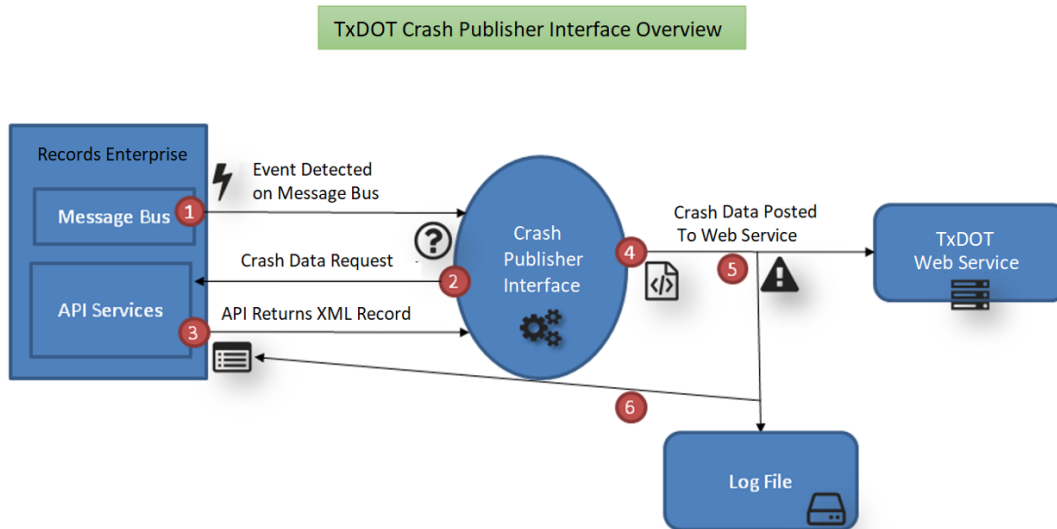
Supplement Process

The same original unique Agency Crash Identifier for a crash will be used for submissions of supplements. For example, if the original Agency Crash Identifier was 1000234, then the supplement Agency Crash Identifier must be 1000234 and the “AmendmentFlag” must be set to “Yes” in the XML. If a record was sent successfully in the past, then the interface will set the “AmendmentFlag” as “Yes” for subsequent submissions.

Collision Diagram Requirement

The crash diagram will be included as a base64 string in the XML

Workflow



1. Records Enterprise notifies the Interface (via the Message Bus) of the event.
2. The Interface requests the Crash record from Records Enterprise.
3. The Crash record is returned to the Interface and transformed into XML.
4. The Crash XML file is immediately published to the either the validation endpoint or to the production endpoint for consumption by the TxDOT system.
5. TxDOT will respond with validation errors, success responses or rejections and will be logged to a log file or database table for diagnostic purposes.
6. The transmission response returned by the TxDOT system will be interpreted, reformatted, and added to the “Submission Log” in the Crash Report or Summary narrative section. A toaster message will display as outlined in the Architecture section above and will contain a hyperlink so the user can view any errors reported in the “Submission Log” narrative. This provides a user visible record showing the transmission history of the Crash record.

Software

1. Windows Server 2012 or higher.
2. Microsoft .NET Framework 4.8 or higher.
3. Enterprise RMS 4.21.3 or higher.

Security

1. Records Enterprise user credentials: a single user account will be created by CentralSquare for the Interface to connect to the RMS API. This user account must be granted appropriate permissions for each Agency that wishes to publish data.
2. Records Enterprise Message Bus credentials: a user account will be created by CentralSquare for the Interface to receive events from the Records Enterprise Message Bus.

Logging

The Interface supports the following log levels. Each level contains the information from previous levels and adds its own layer of additional verbosity.

- Error: Critical application exceptions.
- Warning: Validation failures and non-critical errors.
- Info (default): General application execution information.
- Debug: Detailed application execution information will be logged. This level will consume disk space much more rapidly than the other log levels, so it is only recommended for use when troubleshooting application errors.

Logs can be written to a text file, the Windows Event Viewer, or sent via email to a configured address.

Supporting Documentation

Data Entry – Field Requirements FRS v20.0.pdf

Submission Services Implementation and Testing v.20.0.docx

20076096_Template 1.xml

20086024_Template 2.xml

20076122_Template 3.xml

Supplemental Information

Current Test WSDL:

<https://crisuat.dot.state.tx.us/secure/CrisServices/SharingServiceWS?wsdl>

Current Production WSDL:

<https://cris.dot.state.tx.us/secure/CrisServices/SharingServiceWS?wsdl>

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Revisions

Date	Rev. No.	Author	Comments
9/11/2017	1	Frank Hundley	Initial
10/25/2019	2	Robbin Massey	Updated to the new OSD format

Overview

Export From:	Third Party
Import To:	Records Enterprise
Module:	Warrant
Data Transfer Medium:	Network File Share
File Format:	XML
Action Trigger:	File Watch

Description

The CentralSquare Warrant Importer (the “Interface”) is a unidirectional interface. It will import Warrant data from the Third Party System into Records Enterprise. The XML imported will be in CentralSquare’s Standard Warrant format.

The Interface includes the import of attachments. The attachment must include a Filename, Extension, and Media in order to import. The Extension is the file type without a dot (ex: jpg, bmp). The Media is the attachment data in base64string format.

Assumptions

1. Records Enterprise has been implemented prior to delivery of the Interface.
2. No modifications to existing CentralSquare products are required for this interface.
3. The Vendor system will supply data to a file share as a fully documented XML file that aligns to the CentralSquare Records Enterprise schema format.
4. The network file share must be accessible to the Interface.
5. The Interface resides on a conventional or virtualized server platform as described in the CentralSquare System Planning Document.

CentralSquare Responsibilities

1. CentralSquare will complete the installation, training, and support of the Interface remotely.
2. CentralSquare will configure the Interface as required to operate in the Client environment.
3. CentralSquare will provide an overview of the operation and monitoring of the Interface.
4. CentralSquare will provide verification of the successful operation of the Interface.

Client Responsibilities

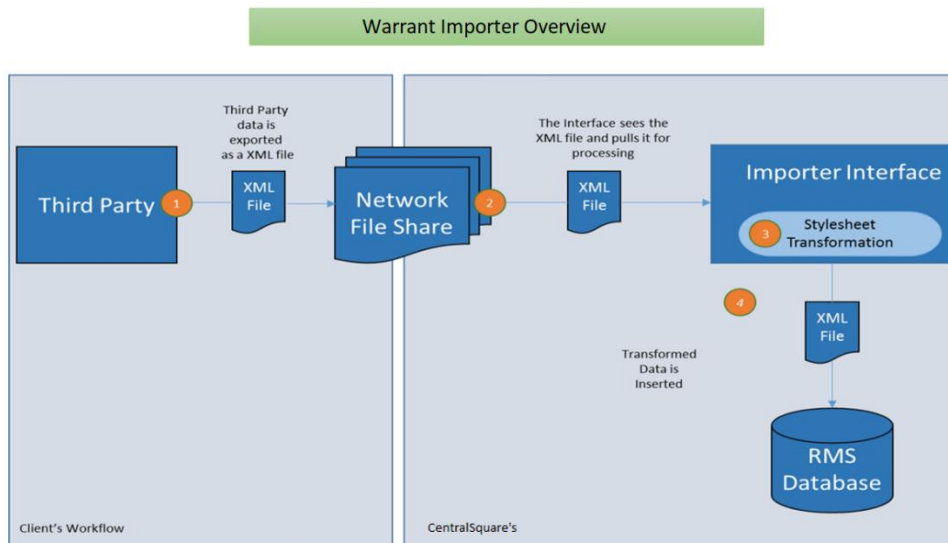
1. The Client will provide a secure, reliable connection that has been properly configured to operate this Interface.
2. The Client will create and maintain the RMS data entry template.
3. The Client will create and maintain the RMS code tables compatible with the code fields, including Violation Codes.

Details

Architecture

The Third Party System will export Warrant related data in an XML format to the network file share. The Interface will automatically detect the XML file in the network file share. Once detected, the Interface will transform the data and insert it into the Records Enterprise system as a Warrant record. Records Enterprise will handle Master Indices Resolution.

Workflows



Client's Workflow:

1. Third Party Warrant System publishes Warrant data in an XML document to the network file share.

CentralSquare's Workflow:

2. The Interface automatically detects the XML file on the network file share.
3. The Interface transforms the XML file into a format that can be accepted by Records Enterprise.
4. The Interface imports the Warrant data into Records Enterprise.

Software

1. Windows Server 2012 or higher.
2. Microsoft .NET Framework 4.6.2 or higher.
3. The RMS server must be RMS 4.23.3 or higher.

Security

1. File System permissions: Windows domain credentials with access rights to read, create, modify, and delete local files on the server where the Interface is installed.
2. Records Enterprise User Credentials – CentralSquare will create a user account that has permission for adding and modifying data in the Warrant module.

Logging

The Interface supports the following log levels. Each level contains the information from previous levels and adds its own layer of additional verbosity.

- Error: Critical application exceptions.
- Warning: Validation failures and non-critical errors.
- Info (default): General application execution information.
- Debug: Detailed application execution information will be logged. This level will consume disk space much more rapidly than the other log levels, so it is only recommended for use when troubleshooting application errors.

Supplemental Documentation

Warrant Schema:	StandardWarrantSchema.xsd
Warrant XML:	StandardWarrantXML.xml
Json Schema:	StandardJson.xsd
Extended Data:	Extended Data in RMS Web.docx

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Exhibit 10
Various Interface Requirements Documents



CENTRAL**SQUARE**

TECHNOLOGIES

Enterprise CAD Standard CAD-to-External System Data Transfer Interface

Interface Requirements Document

Public Safety and Justice

Contact Us

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Documentation

The Documentation team maintains this document.
To contact the Documentation team, email documentation@centralsquare.com.

Connect Community

To access additional documentation, articles, and forums, visit community.centralsquare.com.

Education and Training

To contact the Customer Education team, email csu@centralsquare.com or call (800) 727-8088.
To find continuing education opportunities, visit train.superion.com/csu.

Support

To access the Customer Support Portal, visit support.centralsquare.com.
To contact the Support team, call (888) 663-7877.

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1 Revisions

Date	Rev. No.	Author	Comments
05/24/2019	1	J. Franquez	Initial draft

2 Overview

The Standard CAD to External System Data Transfer Interface will provide a one-way data transfer of selected Enterprise CAD incident data fields from Enterprise CAD to a single Records Management System (RMS), Reporting Module, or other system external to the Enterprise CAD System.

Select Enterprise CAD incident and resource assignment data fields will be transferred during this process. Data transfer is configurable to support sending incident and resource data automatically upon the following CAD events: incident creation, unit status update events of assigned units, when assigned units clear the incident, upon update of select incident record fields, and/or when the incident closes. The interface also provides a means of manually selecting and transferring of individual or a range of selected incident records.

Data transfer will be via incident and unit assignment record packages. The receiving system will be expected to process the data contained in the record packages, including any management of the output (e.g., file deletion).

CentralSquare is not responsible for any equipment, software or services required by the external system vendor. However, CentralSquare will work cooperatively with the external system vendor to achieve this integration. The Interface communication with the external system may be configured to be a single network TCP/IP connection, a serial port connection, a client connection to a Web service (customization may be required), or through generation of data files. CentralSquare Software Systems is responsible for providing and initially configuring the CAD to External System Data Transfer Interface software. The customer is responsible for the external system, any necessary cabling, or communications connections, and arrangement and funding of any work. The customer understands that changes made to the external system and/or network, may disrupt the operation and functionality of this interface.

Note: CentralSquare has developed several separate configurations (i.e., data formats and transfer methods) for the Interface to support various external system vendors. Only one format is supported per implementation of the Interface. More than instance of the Interface may be implemented on a single Enterprise CAD system to support multiple vendors or multiple destinations for a single vendor.

3 Functionality

3.1 Use Case: Data Transfer

Transfer of incident information is accomplished through defined data packages, with configurable control of which incidents to send based on the current state of the incident, whether the incident meets field filter criteria, and whether the incident achieved a threshold state prior to reaching the send state.

The data packages are organized as incident information, resource (unit assignment) information, and transport information, with a great degree of flexibility in the content of the data and the delivery method.

3.1.1 Send Trigger

The Standard CAD to External System Data Transfer Interface will initiate the transfer of incident data (INC01 data package) based on configurable triggers. The Interface can be implemented to send only upon the closure of an incident. Or the interface may be implemented to send data upon incident creation, and/or when an incident reaches a certain state of assignment and/or unit progression on an incident, and/or update of select incident data fields.

A resource (unit assignment) record (INC02 data package) for each unit assigned to the incident will be sent to the external system, along with the incident data record, when at least one unit is assigned to the call.

3.1.2 Send Threshold

The Interface includes the option to set a minimum state that the incident must attain before an incident record is considered for sending to the external system. Options include: on incident creation, change in incident status (such as first unit assigned, first unit responding, first unit on scene), or on call closing.

An example of how this feature is used is to set the send threshold to first unit assigned and set the send trigger to call close. If an incident is created, but then canceled or closed prior to a unit being assigned to the incident, the interface will not send the incident data to the external system when the call closes.

3.1.3 Filtering

The Interface shall provide the ability to filter the generation of records by Incident Jurisdiction or Unit Jurisdiction, and/or Problem/Nature. The filtering may be configured as inclusive or exclusive. Inclusive filtering, when configured, shall pass records to the external system only when the incident data matches the configured filter values. Conversely, exclusive filtering shall pass incident records to the external system unless the incident matches one of the values in any the configured filter lists. Currently, filters must be all inclusive or all exclusive.

3.1.4 Data Format

The resource records may be configured to be sent as separate data records from the associated incident data records or joined with the related incident data record as a single combined incident resource record, depending on the requirements of the external system.

The content and format of the Incident Record (INC01), Resource (Unit Assignment) Record (INC02), and any additional data (INC03) messages will be identified in a separate Configuration Document for the interface. The data format may follow fixed length field, delimited field, or XML formatting.

The data fields available for mapping are the fields of the Incident (Response_Master_Incident and Response_PreScheduled_Info) record, Unit Assignment (Response_Vehicles_Assigned and Vehicle), and Transport (Response_Transports). Some special functions are available for unique fields (e.g., incident comments, custom numbering, etc.), but to require mapped data from a source where direct field mapping or a preexisting mapping function is not available, may require development of custom functions, which will necessitate a Change Control process (section 5).

The Interface composes the data records for transfer at time of send. Therefore, the interface only sends the current state of the incident and will not buffer information from a previous state of an incident, or for data records that fail transfer.

3.1.5 Transfer Method

The Interface may be configured to one of the following methods: transfer data via TCP/IP network, file transfer via network share point, file transfer via FTP, serial connection. Additional configuration capabilities exist to provide Web service delivery as a possible method (each implementation through Web service is evaluated as to whether the standard solution supports the delivery, or additional custom development requiring a change order would be required).

The Interface does not support multiple delivery methods. Separate implementations of the Interface would be required to support different transfer method configurations.

3.1.6 Transfer Retries

For certain delivery methods (e.g., TCP/IP network), the Interface can be configured to require a return acknowledgement when data is sent to the external system. If an acknowledgement is not received from the external system within a configured timeout period, the interface will attempt to resend the record packages. A configured number of retries will be attempted to successfully transfer the record. When the maximum number of retries have been attempted to send a package, and the Interface is unsuccessful at sending the packages and receiving acknowledgement from the external system, the Interface will send a failure notification message to an employee position group identified in the interface configuration.

3.2 Use Case: Additional Configuration

The CAD to External System Data Transfer Interface provides many configuration options to determine when incident and resource assignment records are generated and sent to the external system. The fields of the records, and the failure notification criteria and messages can also be configured within the Interface. The Standard CAD to External System Data Transfer Interface Configuration Document outlines all available options, as well as the configured data mapping.

Several setup options will be accessible from the Interface application as follows:

3.2.1 Setup: Resource Type Cross-Reference

The Interface shall provide a Vehicle Type cross reference. When resource assignment records (INC02) are configured to include the resource type field, the Interface shall substitute the translated value from the Resource Type Cross Reference when sending unit packages to the external system.

3.2.2 Setup: Failure Notification Message

The Interface provides a Notification Message configuration that can be used to set the number of retries, the interval between attempts, and designates the employee positions to be notified when all retries have failed.

3.3 Use Case: Batch Process

The interface provides the ability to manually select and send/resend incident information. Selection is performed from the interface Batch Process window, with the Administrator selecting the desired filter option and either the corresponding inclusive time frame (last 24 hours as default) or Master Incident Number. The available filters are as follows:

- Send Incidents that have Never Been Sent

-
- Send Incidents that were Sent but Not Acknowledged
 - Send All (Note: incidents will be sent even if they were sent before.)
 - Send by Master Incident Number (Note: incident will be sent even if it was sent before.)

An example of when the Batch Process would be used is when the interface has not been running or has not been able to transfer data for a period of time, and then the condition is corrected and connectivity from the Interface to the external system is restored. The System Administrator would use the Batch Process to trigger sending the data that could not be transferred while connectivity with the external system was down.

3.4 Use Case: Failure Notification

The Interface provides the ability to send notification to an Enterprise CAD Employee Position Group when the configurable timeout and retry attempts to deliver the incident and resource assignment exceed the configured maximum (section 3.1.6).

3.4.1 Heartbeat Processing

For transfer methods that support acknowledgements, the Interface provides the ability to transfer a System message (SYS01) at a regular interval (configurable). The external system is expected to respond with an acknowledgement (SYS01R message). If an acknowledgement is not received within the prescribed timeout period, the interface will attempt to resend the System messages. If no acknowledgement is received after a configurable number of retries, an employee position-based failure notification message will be sent. The feature serves two purposes: to verify a constant state of communication and initiate notification when communication is lost, and to maintain persistent connectivity when the external system is designed to drop connectivity when no data is received for a period of time.

3.5 Use Case: Logging

The interface will log data process details of the interface. The data will be recorded into a log that the System Administrator can view. This information will not be displayed to the Enterprise CAD user and is primarily used for diagnostic purposes. The file name and location (path) of the logs shall be configurable from within the interface.

The interface maintains the log files. As the logs reach their maximum size (configurable), the interface archives the current log file by modifying the filename with a date and time stamp string and creates a new active/current file. The interface maintains a set number (configurable) of archived log files. When the maximum allowed number of archived log files is reached, the interface will delete the oldest archived log file before archiving the current log file. Under this configuration there is little concern of the logging affecting system performance.

4 Additional Design Constraints

No.	Design Constraint	Description	Notes
1.	Location – network connection	Location of the Enterprise CAD Interface and the External System Server shall be in a network configuration that supports a routable TCP/IP connection.	
2.	Location – serial connection	Location of the Enterprise CAD Interface and the External System Server shall support a serial connection via RS-232 cabling or third-party network-based port replicating software.	
3.	Location – file transfer	Location of the file output path shall support Windows application access to the folder local to the Interface, or access (security and Windows share access) to a remote Windows share location.	SFTP is supported in CAD versions above 5.8.37
4.	Specifications for Enterprise CAD Interface	The Interface will be located on a server resident on the Enterprise CAD local area network. This program will run under an approved version of Windows on a machine meeting CentralSquare hardware specifications.	The latest release of the “VisiNet Command and VisiNet System Planning Document” and Enterprise CAD version and service pack release notes provide details on hardware, software and infrastructure requirements.

5 Glossary

Term	Definition
CentralSquare	CentralSquare Technologies
Administrator	Client System/Agency/Interface Administrator
Interface	The software module described herein
Enterprise CAD	The CentralSquare Computer Aided Dispatch software product
Users	Customer personnel who perform dispatcher and call-taking functions

6 Implementation Tasks and Assumptions

The IRD process will be to submit a copy of this document for customer review. If functionality beyond the existing functionality of this standard interface is required, the customer will work with CentralSquare to develop detailed changed control(s) to be approved by both the customer and CentralSquare. Functionality defined by the change control process may result in additional costs to the customer, and extend the time required for implementation.

7 Disclaimers

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CENTRAL**SQUARE**

TECHNOLOGIES

Enterprise CAD USDD Station Alerting Interface

Interface Requirements Document

Public Safety and Justice

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Documentation

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To contact the Documentation team, email documentation@centralsquare.com.

Connect Community

To access additional documentation, articles, and forums, visit community.centralsquare.com.

Education and Training

To contact the Customer Education team, email csu@centralsquare.com or call (800) 727-8088.
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1 Revisions

Date	Rev. No.	Author	Comments
06/04/2019	1	A. Jones	Initial draft

2 Overview

CentralSquare shall implement a standard Station Alerting Interface to work with the US Digital Designs Phoenix G2 Station Alerting. The Phoenix G2 Station Alerting System consists of a Communications Gateway that interfaces with CAD, allows system management and monitoring, communicates with Station Controller devices located in stations. Upon an Enterprise CAD System dispatch event, the Enterprise CAD Interface shall pass dispatch assignment information to the Phoenix G2 System. The Phoenix G2 Alerting System Server shall receive the CAD dispatch data and perform programmed station alerting functions for the stations involved.

3 Prerequisites

Some interfaces have elements that must be in place prior to implementation and may take extra time and effort to complete. The following items need early consideration for the project timeline to stay on schedule and must be resolved by the client and/or third-party vendors as they are outside the scope of CentralSquare's responsibilities.

3.1 Enterprise CAD System

3.1.1 Enterprise CAD System

1. Stations are configured in Enterprise CAD Station Manager by the System Administrator and assigned a unique Station Code.
2. Vehicles are configured in Enterprise CAD Vehicle Manager by the System Administrator, including a required assignment to a home station. Within Enterprise CAD, vehicles are bought on duty as units that are available for assignment to incidents. Users may assign vehicles to stations other than a vehicle's home station, as a "current" station assignment.

3.1.2 Enterprise CAD Interface

1. The Interface shall be hosted on an Enterprise CAD Interface Server meeting the minimum requirements of the Enterprise CAD Planning Document.
2. The CentralSquare Engineer shall configure the alert message composition. After installation, testing and acceptance of the Interface, changes to the alert message composition require CentralSquare Engineer involvement, are outside the scope of normal Interface Support, and will be a chargeable work request.

3.2 External System Prerequisites

3.2.1 TCP/IP Network Infrastructure

1. A routable TCP/IP network shall exist to support a TCP socket connection from the Enterprise CAD Interface to the Phoenix G2 Communications Gateway

3.2.2 US Digital Design Station Alerting System

1. A Phoenix G2 Communications Gateway providing the Station Alerting System Interface to Enterprise CAD, supporting communication of dispatch alerts to Fire/EMS stations.
2. The Station Alerting System shall be configured to recognize the Enterprise CAD Station Codes, Units, and incident data elements to be passed by the Interface
3. The Station Alerting System shall be configured to interpret alert data messages from the Enterprise CAD Interface and provide the appropriate audible and visual response at the stations.

4 Functionality

4.1 Configure the Enterprise CAD Interface

4.1.1 Summary

The Interface configuration shall be established upon installation by the CentralSquare Engineer, with some settings configurable and managed by the Interface Administrator. The settings shall be utilized throughout the Interface to enable options and provide values to settings required for desired operation.

4.1.2 Workflow Details

1. The CentralSquare Engineer configures the XML formatted “Dispatch” alert data message with a comprehensive set of incident data elements as follows:

<ol style="list-style-type: none"> 2. Master Incident Number 3. Recipient stations to be alerted 4. Recipient units to be alerted 5. Recipient radio IDs to be alerted 6. List of Units Dispatched 7. Incident Location Name 8. Incident Address 9. Apartment 10. Building 	<ol style="list-style-type: none"> 11. Problem/Nature 12. Incident Type 13. Incident Priority 14. Alarm Level 15. Command Channel 16. Primary TAC Channel 17. Map Info 18. Cross Streets 19. Incident Comments
---	---
20. The CentralSquare Engineer configures the XML formatted “Move Up” alert data message, to include fields indicating station, unit and radio ID recipients, and an element with the assigned station for the Move Up.
21. The CentralSquare Engineer configures the XML formatted “Test” alert data message to include fields indicating station recipients.
22. The Interface Administrator sets the TCP/IP network TCP socket connection parameters the Interface shall use to connect to the Phoenix G2 Communications Gateway.
23. The Interface Administrator specifies the Enterprise CAD Agencies that the Interface shall process dispatch alerts.
24. The Interface Administrator adds, changes, or deletes the Enterprise CAD Station Codes from the configuration that indicates the stations that shall be managed for alerts by the Interface.
25. The Interface Administrator sets an In Quarter Exception option to determine whether the Interface shall only alert the stations for units that have an In Quarters status in Enterprise CAD prior to the Dispatch event, or alert the stations regardless of the units’ status prior to the dispatch event. The setting shall be global to all Enterprise CAD Agencies that have alerts processed by the Interface.

26. The Interface Administrator sets an option to Enable Assigned Type, allowing the Interface to process or ignore unit assignments for alerts by considering Enterprise CAD Vehicle Assigned Type. Enterprise CAD Vehicle Assigned Types include Initial Assign, Add Resources, Add Capabilities, Enterprise CAD Unit Assignment, and numerous Enterprise CAD Powerline Commands (e.g., “Unit Assignment w/o Tones”, “Incident-Based Backup At Scene”, etc.).
27. When Enable Assigned Type is enabled, the Interface Administrator sets each Enterprise CAD Assigned Type for alerting or not alerting. The Assigned Types are defined within the Enterprise CAD product and not the Interface.
28. The Interface Administrator sets the “heartbeat” message interval (in seconds) to determine how often the Interface shall send a “heartbeat” event message to the Phoenix G2 Communications Gateway.
29. The Interface Administrator sets the communication failure monitoring interval that the Interface shall use to determine when communication failure exists.
30. The Interface Administrator sets the Enterprise CAD Messaging Distribution Group(s) that the Interface shall notify when communication failure with the Phoenix G2 Communications Gateway is detected.

4.2 Interface Startup/Initialization

4.2.1 Summary

Upon Interface startup, the Interface establishes connection and communication with the Phoenix G2 Communications Gateway. A process of “heartbeat” messages sent by the Interface and acknowledgements received from the Phoenix G2 Communications Gateway determines the state of continued communications.

4.2.2 Workflow Details

1. The Interface Administrator starts the Interface application
2. The Interface shall attempt to establish a persistent TCP/IP network TCP socket connection with the Phoenix G2 Communications Gateway based on the parameters set in the Interface configuration (3.1.2.d).
3. Upon successful network connection with the Phoenix G2 Communications Gateway, the Interface shall send heartbeat event messages at the configured interval (3.1.2.j).
4. The Phoenix G2 Communications Gateway responds to every message received by the Interface, including heartbeat event messages, by replying with an Acknowledgement.
5. The Interface shall monitor the time from the last Acknowledgement received from the Phoenix G2 Communications Gateway, including Acknowledgement replies to heartbeat event messages.
6. When the time from the last Acknowledgement received from the Phoenix G2 Communications Gateway exceeds the communication failure monitoring interval (3.1.2.k), the interface shall generate a communication failure notification message to the configured Enterprise CAD Messaging Distribution Group(s) (3.1.2.l).

4.3 Unit Dispatch Notification

4.3.1 Summary

Upon an Enterprise CAD unit assignment event, the Interface shall determine if alert criteria are met and generate a “Dispatch” alert data message to the Phoenix G2 Communications Gateway that identifies stations to be alerted. The “Dispatch” alert message will also contain incident related data elements for use by the Alerting System for programmed alert functions. The Phoenix G2 Communications Gateway shall process the alerts to the Phoenix G2 Alerting System components at the individual stations. The Phoenix G2 Alerting System shall reply with a Delivery Status Message indicating which alerts were successfully processed and acknowledged, and which alerts failed. The Interface will provide feedback of the delivery status to the Enterprise CAD System.

4.3.2 Workflow Details

1. The Dispatcher dispatches one or more units from Enterprise CAD by any method available in Enterprise CAD. The method used defines the Assigned Type.
2. By background Enterprise CAD system processes, the Interface is made aware of the dispatch event, including the incident and units involved, and begins to process as a possible alert.
3. The Interface shall lookup the Enterprise CAD Agency of the incident involved in the dispatch event.
4. When the interface is not configured to process alerts for the identified Enterprise CAD Agency (3.1.2.e), the Interface shall cease further alert processing of the dispatch event.
5. The Interface shall lookup the Assigned Type for the dispatch event.
6. When the interface is configured to Enable Assigned Type (3.1.2.g), and the Assigned Type is configured to not alert (3.1.2.i), the Interface shall cease further alert processing of the dispatch event.
7. The Interface shall lookup the Current Station for each unit dispatched.
8. For each unit dispatched, the Interface shall determine if the previous status of the unit was In Quarters.
9. When the Interface is configured to only alert stations for units that had a previous status of In Quarters (3.1.2.g), the Interface shall identify the units that were In Quarters prior to the dispatch event, and only consider their “current” assigned stations for station alerts.
10. When the Interface is configured to alert stations regardless of the units’ status prior to the dispatch event (3.1.2.g), the Interface shall identify all involved stations for station alerts.
11. The Interface shall compose the “Dispatch” alert data message (3.1.2.a), with recipient stations to be alerted, and send it to the Phoenix G2 Communications Gateway.
12. The Phoenix G2 Communications Gateway shall route the alert to the Phoenix G2 Station Alert Controllers at the stations designated as recipients within the “Dispatch” alert data message.

13. The Phoenix G2 Station Alert Controller at each recipient station shall perform the programmed "Dispatch" alert.
14. The Phoenix G2 Communication Gateway shall compose and send a Delivery Status Message with acknowledgement entries for the station(s) successfully processing the alerts, and negative acknowledgements for the stations that do not.
15. The Interface shall receive and process the Delivery Status Message by creating Activity Log entries referencing the stations and units attempted to be alerted and whether the alert was successful or failed.
16. The Interface shall receive and process the Delivery Status Message by creating Incident Comment entries referencing the stations attempted to be alerted and whether the alert was successful or failed (optional for alert failure entries to be Notification Comment).

4.4 "Move-Up" Notification

4.4.1 Summary

Upon an Enterprise CAD unit assignment to station event, the Interface shall determine if alert criteria are met and generate a "Move Up" alert data message to the Phoenix G2 Communications Gateway that identifies station to be alerted. The "Move Up" alert data message will also contain the new station assignment. The Phoenix G2 Communications Gateway shall process the alerts to the Phoenix G2 Alerting System components at the "current" (assigned station prior to move up) station. The Phoenix G2 Alerting System shall reply with a Delivery Status Message indicating which alerts were successfully processed and acknowledged, and which alerts failed. The Interface will provide feedback of the delivery status to the Enterprise CAD System.

4.4.2 Workflow Details

1. From Enterprise CAD, the Dispatcher changes a unit status to "Assigned to Station/Post" and selects a station other than the "current" assigned station for that unit.
2. Alternatively, the Dispatcher may use an Enterprise CAD Powerline command for a "Move Up" or "Cancel Move Up" (back the "home" station), which generally results in a status change to "Assign to Post/Station".
3. By background Enterprise CAD System processes, the Interface is made aware of the status change event, including the units involved, and begins to process as a possible alert.
4. The Interface shall lookup the Enterprise CAD Agency involved in the event.
5. When the interface is not configured to process alerts for the identified Enterprise CAD Agency (3.1.2.e), the Interface shall cease further alert processing of the event.
6. The Interface shall lookup the Current Station for the unit involved in the event.
7. The Interface shall determine if the previous status of the unit was In Quarters.
8. When the Interface is configured to only alert stations for units that had a previous status of In Quarters (3.1.2.g), the Interface shall identify whether the unit was in a status of In

Quarters prior to the event, and only consider their “current” assigned stations for station alerts destination.

9. When the Interface is configured to alert stations regardless of the units’ status prior to the Move Up event (3.1.2.g), the Interface shall identify the unit’s “current” assigned stations as station alert destination.
10. The Interface shall compose the “Move Up” alert data message (3.1.2.b), with recipient stations to be alerted, and send it to the Phoenix G2 Communications Gateway.
11. The Phoenix G2 Communications Gateway shall route the alert to the Phoenix G2 Station Alert Controllers at the stations designated as recipients within the “Move Up” Alert Message.
12. The Phoenix G2 Station Alert Controller at each recipient station shall perform the programmed “Move Up” alert.
13. The Phoenix G2 Communication Gateway shall compose and send a Delivery Status Message with acknowledgement entries for the station(s) successfully processing the alerts, and negative acknowledgements for the stations that do not.
14. The Interface shall receive and process the Delivery Status Message by creating Activity Log entries referencing the stations and units attempted to be alerted and whether the alert was successful or failed.

4.5 Test Alert Command

4.5.1 Summary

The Station Alerting Interface shall process an Enterprise CAD PowerLine command action with a station parameter to generate an alert at a single station, a list of stations, or all stations of a single agency, without the need to create an incident and assign units to the incident in Enterprise CAD. The alert shall be based on a predetermined programmed response from the Phoenix G2 Station Alerting System to alert the stations identified by the Interface in the “Test” alert data message.

4.5.2 Workflow Details

1. From Enterprise CAD, the Dispatcher enters a Powerline command defined with an “Alert Stations” action, appended with a parameter specifying an Enterprise CAD station code, list of station codes, or a value indicating all stations from a specified Enterprise CAD agency to be alerted.
2. The Powerline command entry shall be logged as an entry in the Enterprise CAD Activity Log, indicating the command and parameters entered; the Enterprise CAD workstation, and the Enterprise CAD user entering the command.
3. When the “Alert Stations” Powerline command parameter contains an invalid station code or agency identifier, the Dispatcher shall receive feedback that the parameter value is invalid.
4. When the “Alert Stations” Powerline command parameter matches valid Enterprise CAD station codes, the Interface shall compose a predefined “Test” alert data message, indicating the stations as the recipients of the alert.

-
5. When the “Alert Stations” Powerline command parameter indicates a valid Enterprise CAD agency as the parameter, the Interface shall compose the “Test” alert data message, referencing all Interface-managed stations (3.1.2.f) belonging to the agency as the recipients of the alert.
 6. The Interface shall compose the “Test” alert data message (3.1.2.c) and send it to the Phoenix G2 Communications Gateway.
 7. The Phoenix G2 Communications Gateway shall route the alert to the Phoenix G2 Station Alert Controllers at the stations designated as recipients within the “Test” alert data message.
 8. The Phoenix G2 Station Alert Controller at each recipient station shall perform the programmed “Test” alert.
 9. The Phoenix G2 Communication Gateway shall compose and send a Delivery Status Message with acknowledgement entries for the station(s) successfully processing the alerts, and negative acknowledgements for the stations that do not.
 10. The Interface shall received and process the Delivery Status Message by creating Activity Log entries referencing the stations and units attempted to be alerted and whether the alert was successful or failed.

5 Glossary

Term	Definition
CentralSquare	CentralSquare Technologies
Administrator	Client System/Agency/Interface Administrator
Dispatcher	Enterprise CAD user that assigns units to incidents, monitors dispatch events to verify expected response from field units, and interprets the feedback provided by the Interface
Interface	The software module described herein
Enterprise CAD	The CentralSquare Computer Aided Dispatch software product
Users	Customer personnel who perform dispatcher and call-taking functions
Phoenix G2 Alerting System™	A fully integrated zone station alerting system used to initiate remote notification from a central command point.
Phoenix G2 Communication Gateway™	The Phoenix G2 Alerting System™ central component that provides interface to CAD systems, transmits alerts to stations, and provides backup manual alert capability. Typically located at the Dispatch Communications Center.
Phoenix G2 Station Alert Controller™	Remote Station-based component of the Phoenix G2 Alerting System™ that receives alerts from the Phoenix G2 Communication Gateway™ and activates various audible, visible, and relay devices.
Dispatch Event	The assignment of an on-duty unit to an incident within the Enterprise CAD System.

6 Implementation Tasks and Assumptions

The IRD process will be to submit a copy of this document for customer review. If functionality beyond the existing functionality of this standard interface is required, the customer will work with CentralSquare to develop detailed changed control(s) to be approved by both the customer and CentralSquare. Functionality defined by the change control process may result in additional costs to the customer, and extend the time required for implementation.

7 Disclaimers

This document, and the information contained herein, is proprietary and confidential to CentralSquare Technologies. Disclosure of this information to any third party, corporation, agency, or other entity of any kind without the express written permission of CentralSquare Technologies is strictly prohibited

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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:
2022-920360

Date Filed:
08/09/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CentralSquare Technologies, LLC
Lake Mary, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Burleson Police Department

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.

RFP 2022-018

Computer Aided Dispatch System, Mobile Data System, Law Enforcement Records Mgmt System and Associated Interfaces

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Medintz, Barry	Lake Mary, FL United States	X	
	Grilliot, Sara	Lake Mary, FL United States	X	
	Zolet, David	Lake Mary, FL United States	X	

5 Check only if there is NO Interested Party.
☐
6 UNSWORN DECLARATION

My name is Barry Medintz, and my date of birth is 8/14/1968.

My address is 1000 Business Center Drive, Lake Mary, FL, 32746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Seminole County, State of Florida, on the 9th day of August, 20 22.
(month) (year)

DocuSigned by:

Barry Medintz

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: April 17, 2023

SUBJECT:

Consider approval of a five-year contract with AT&T for two Dedicated Ethernet Private Line (EPL) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$163,102.87 and authorize the City Manager upon acceptance and approval of the City Attorney to execute both subsequent agreements. *(Staff Contact: James Grommersch, Chief Technology Officer, IT)*

SUMMARY:

The Central Square CAD software requires a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure. Consequently, as part of the CAD project, there are required hardware, networking, and software costs associated with the system's implementation. Portions of the additional components will be placed in the existing Police Department data center and will house the new production environment for the CAD system. Other components will be placed at a new third data center, located at the city service center, which will serve as a fail over for City Hall and Police production data, as well as the production environment for the future Intelligent Traffic System (ITS).

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run the system as part of their proposal. BTX-IT compared the Central Square pricing with vendors through the cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and found better hardware and licensing components pricing, with superior maintenance warranties. BTX-IT recommends purchasing the equipment through independent third parties rather than directly through Central Square. As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract which will provide the necessary infrastructure to support the system.

This item will provide for the purchase of two EPL Links from AT&T between all the data center locations. The EPL Links will serve as dedicated connections for the City's server infrastructure and allow multiple points of redundancy for all critical technologies in the city. The EPL was first Briefed to Council as part of BTX-IT Network Architecture improvements presented on June 20th, 2022. The EPL links are necessary to prevent the over-saturation of the city's production network and allow for improved continuity of operations and disaster recovery.

There are two EPL points through AT&T, both require a contract. At the time of posting the agenda AT&T was not able to get the final contract back to the city. If council approves this item tonight, it will authorize the City Manager, upon acceptance and approval of the City Attorney, to execute the agreements, in the amount not to exceed \$163,102.87 for both agreements, over five years.

OPTIONS:

- 1) Approve the contract with AT&T
- 2) Deny the contract

RECOMMENDATION:

Consider approval of a five-year contract with AT&T for Dedicated Ethernet Private Line (EPL) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$163,102.87.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: IT Support Services Fund

Full Account #:

Amount: \$163,102.87

STAFF CONTACT:

Name: James Grommersch

Department: Information Technology

Email: jgrommersch@burlesontx.com

Phone: 817-426-9672



Public Safety Communications

CentralSquare Enterprise

Computer-Aided Dispatch

Mobile Data System

Law Enforcement Records Management System

Public Safety Communications

The *first*, first responders

- Answer 9-1-1 and non-emergency calls for assistance
 - 19,626 emergency 9-1-1 calls received in 2022
- Operate Computer-Aided Dispatch (CAD) system
 - Dispatch Police and Fire units via radio
 - 37,381 total calls for service processed in 2022
- Ensure safety of fellow first responders
 - Maintain status of Police and Fire units
 - Communicate and provide vital information to responders
- Query National Crime Information Center (NCIC) database

CAD / MDS / LERMS

Computer-Aided Dispatch (CAD)

- Utilized by Public Safety Communications
 - Enter calls for service and create call records
 - Query NLETS (National Law Enforcement Telecommunication System)

Mobile Data System (MDS)

- Utilized by Police and Fire Departments
 - Review and modify calls for service
 - Query NLETS
 - Access Records Management System
 - Maps and navigation

Law Enforcement Records Management System (LERMS)

- Utilized by Police Department and Public Safety Communications
- Repository for local law enforcement records
 - Reports, historical records, mugshots, offense codes for state reporting

Current CAD

Currently, the City is utilizing CentralSquare ONESolution for CAD

The solution was purchased in 2008 under a consortium model comprising nine other Johnson County Agencies

The City of Burleson hosts the production servers and provides technical support with the system to the other agencies

Consortium Members provide funding to the City to contribute with licensing and support costs

Why should we purchase a new system?

Current system is nearing “end of life”

- Legacy configuration
- Lack of future enhancements
- No longer marketed or sold
- Current system is inefficient and cumbersome to operate
- Poor analytics to review our operations

Benefits of new systems on the market

- Ability to interface with different technologies
 - Direct closest responders to the scene more quickly
- Better reporting and analytics
- Better operability between other organizations
- Improved system & network security configuration

Consulting the experts

Council approved a professional services agreement in the amount of \$159,247 on 10/4/2021 to engage a consulting firm to assist with procurement

Mission Critical Partners

- Specialists in Public Safety
- Experience in managing similar implementations

Services they have provided

- Operational and Functional Needs Analysis
- Specification Writing / RFP Development
- Procurement Guidance
- Contract Negotiations

Consortium

The City offered to partner with the consortium members to share the new system

The Johnson County Commissioner's Court provided direction for the County to proceed with a contract with SOMA Global for their public safety software suite

The door remains open for the County and/or other agencies to join at a later date

While we will be on separate systems after implementation, the agencies will continue to partner and share information

- Unify hub for bi-directional communication

Burleson and the other consortium members will continue to have access to the current system until it is no longer needed

Responses to RFP

The City received three proposals

- CentralSquare Technologies – Enterprise
- Integrated Computer Systems – Athena
- Tyler Technologies – Enterprise

Proposals were evaluated and scored by stakeholders from Police, Fire, Information Technology and Public Safety Communications

- Demonstrations were requested from CentralSquare Technologies and Tyler Technologies
 - Integrated Computer Systems was not requested to provide a demonstration
 - Responses to RFP indicated they did not have several interfaces desired by the City
- Stakeholders provided feedback and added scoring based on demonstrations
- Staff unanimously selected CentralSquare Technologies - Enterprise

Why CentralSquare?

Proven platform

- Utilized by leading organizations throughout the country
- CentralSquare is the provider of our current system

Designed for multiple disciplines – Police, Fire, EMS

Continuous upgrades and enhancements

- CentralSquare's flagship product – ongoing enhancements

Integrations with other City-owned systems

- G2 Fire Station Alerting System
- Eventide telephone and radio logging recorder
- ProQA Emergency Medical Dispatch
- Brazos ticket writer (Police)
- ImageTrend Records Management System (Fire/Medical)
- Tyler Incode (Court)

Why CentralSquare?

Ability to coordinate response and information sharing between agencies

- Unify CAD-to-CAD hub permits resource sharing with other organizations
 - Johnson County
 - MedStar
 - Fort Worth
- Bi-directional information and resource sharing
 - Allows communications centers to request units from other jurisdictions
 - Information sharing for criminal justice purposes

Coordinated responses for different disciplines

- Response plans built off static and location-based recommendations
 - Closest unit recommendations for high-priority calls
 - Static, sector-driven recommendations for routine calls
- Navigation for responding units

Technology Needs

The new CAD system will require a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure

As part of the CAD project, there are required hardware and networking costs associated with the system's implementation

BTX-IT recommends to install the production data for CAD at the police station and to establish a third data center in the hardened former emergency operations center at the city service center

- The site will provide additional redundancy and service as a fail over site for the City Hall and Police production data, as well as for the CAD
- The site will also house the production environment for the future Intelligent Traffic Center and the Traffic Management Center

Technology Needs

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run CAD a part of their proposal

BTX-IT compared the Central Square pricing with vendors available through cooperative pricing agreements, and were able to find better pricing with superior maintenance warranties

As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract, which include:

- Server hardware, licensing and rack equipment
- Firewall licensing and cyber security equipment
- New internet subscription services for the third data center
- Additional Microsoft licensing

The cost of technology for the IT infrastructure to support CAD over the next five years is \$1,439.965.44

Implementation Costs

The City budgeted \$2,000,000 in ARPA funding for the implementation of the new CAD system

- During the January 18, 2022 City Council Meeting, an ARPA update was provided
 - Council indicated support of funding the CAD system with ARPA funds rather than GO or CO bonds
- Central Square Enterprise Implementation: \$1,293,966.54
 - Five-percent contingency of full contract: \$124,394.08
 - Staff recommends including the contingency to assist with any unexpected expenses during the initial implementation
- IT Hardware and Networking Components: \$1,044,544.78
- Total Implementation Cost: \$2,462,905.40

There is an existing \$225,000 budgeted for the conversion of the former emergency operations center to a new third data center

The remaining \$237,905.40 required to implement CAD (\$2,462,905.40, less \$2,000,000 ARPA funding and \$225,000 data center funding) will be funded through the IT Support Services Fund

Five Year Costs

	Central Square Enterprise	Technology	Total Cost
Year 1	\$1,418,360.62	\$1,044,544.78	\$2,462,905.40*
Year 2	\$296,543.56	\$75,306.72	\$371,850.28
Year 3	\$296,675.19	\$77,735.02	\$374,410.21
Year 4	\$299,204.69	\$117,619.40	\$416,824.09
Year 5	\$301,491.67	\$124,759.52	\$426,251.19
Total Costs	\$2,487,881.65	\$1,439,965.44	\$4,052,241.17

*Total implementation costs for Year 1

- CentralSquare: \$1,293,966.54 + \$124,394.08 (5% contingency of full contract) = \$1,418,360.62
- Technology: \$1,044,544.78
- Total: \$2,462,905.40

Five Year Costs

The city's current budget for annual maintenance of the existing CAD system is \$212,650, with a five and one half percent escalator annually

During the implementation of the new system, which is anticipated to take approximately two years, the city will continue to pay for maintenance associated with the existing CAD

Once CentralSquare Enterprise is implemented, the funds budgeted annually for maintenance of the current system will offset a portion of the new system (approximately \$750,000 through contract years 3-5)

Ongoing annual support costs associated with CAD will be incorporated into the annual budget and will be funded through the IT Support Services Fund

Recommendation

Approve a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite in the amount of \$2,612,275.73, including a five percent contingency

Questions / Comments



**AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No. MA1504527UA

AT&T Contract ID No. ADE-KSJ23SI

Customer	AT&T
City of Burleson Street Address: W> Renfro St. City: Burleson State/Province: Texas Zip Code: 76028 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: James Grommersch Title: CIO Street Address: 141 W. Renfro St. City: Burleson State/Province: TX Zip Code: 76028 Country: USA Telephone: 8174269672 Email: jgrommersch@burlesontx.com	Name: GEOFFREY KORDIK Street Address: 4100 BRYAN ST City: DALLAS State/Province: TEXAS Zip Code: 175204 Country: USA Telephone: 972-520-4156 Email: geoffrey.kordik@att.com Sales/Branch Manager: ZIMMERMAN SCVP Name: SPENCER Sales Strata: LED Sales Region: SW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
--	--

WK# - TCAL and ILEC - Intrastate-TBD Please sign by September 13, 2023	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Dedicated Ethernet
----------------	-------------------------

1.1. AT&T Dedicated Ethernet Service

AT&T Dedicated Ethernet Participating Carrier(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana Michigan Bell Telephone Company, d/b/a AT&T Michigan Nevada Bell Telephone Company, d/b/a AT&T Nevada The Ohio Bell Telephone Company, d/b/a AT&T Ohio Pacific Bell Telephone Company, d/b/a AT&T California Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas Wisconsin Bell, Inc., d/b/a AT&T Wisconsin	AT&T Dedicated Ethernet Service Guide (Service Guide)	https://cpr.att.com/pdf/commonEthServGuide.html
TC Systems, Inc.: Massachusetts and New York Teleport Communications America, LLC (TCAL): Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Iowa, Maine Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Utah, Vermont, Virginia, Washington, West Virginia and Wyoming.	AT&T Business Service Guide AT&T Dedicated Ethernet (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ADE

WK# - TCAL and ILEC - Intrastate-TBD Please sign by September 13, 2023	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms**

1.2. Inside Wiring

Service	AT&T Inside Wiring
----------------	--------------------

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Inside Wiring Service Guide	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

1.3. Entrance Facility Construction

Service	AT&T Entrance Facility Construction
----------------	-------------------------------------

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term
Automatic Term Extension of Pricing Schedule Term*	Successive 12-month periods, unless either party terminates all Services via written notice given at least 60 days prior to the expiration date of the then current Pricing Schedule Term.
*Not applicable in states where notice is required prior to auto-renewal.	

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charges Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	100% plus any unpaid or waived non-recurring charges	60 months

WK# - TCAL and ILEC - Intrastate-TBD Please sign by September 13, 2023	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

**AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms**

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components in excess of quantities listed in Section 5 ("Adds") are not permitted.

4.2. Moves

Per applicable Service Publication

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in section 5	As specified in section 5
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. RATES AND CHARGES; QUANTITIES; SITE CONFIGURATION

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last five (5) characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event any total amounts conflict with any per-unit rates in the tables below, the per-unit rates shall control.
- Charges for special construction, if needed, may also apply.

WK# - TCAL and ILEC - Intrastate-TBD Please sign by September 13, 2023	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms

5.1. New Service

This Pricing Schedule is Customer's order for any new Services shown in the table(s) below.

For each location where collocation is identified per the table(s) below, cross connect charges will apply under the applicable tariffs or other service publications.

Circuit Item #1					
Location A: 5041 Resource Dr, Fort Worth, TX 76119 Port Connection Speed: 10 GE LAN-PHY Collocation (Cross Connects apply): [Select] Optional Diversity Features: N/A			Location Z: 1161 SW Wilshire Blvd, Burleson, TX 76028 Port Connection Speed: 10 GE LAN-PHY Collocation (Cross Connects apply): [Select] Optional Diversity Features: N/A		
Circuit Level Options: Port Protection Plus: N/A					

5.2. AT&T Inside Wiring

Charges for AT&T Inside Wiring are as set forth in the Service Publication.

End of Document

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: April 17, 2023

SUBJECT:

Consider approval of a five year contract with Solid Border for the purchase of Firewall Licensing through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$162,979.63 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)

SUMMARY:

The Central Square CAD software requires a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure. Consequently, as part of the CAD project, there are required hardware, networking, and software costs associated with the system's implementation. Portions of the additional components will be placed in the existing Police Department data center and will house the new production environment for the CAD system. Other components will be placed at a new third data center, located at the city service center, which will serve as a fail over for City Hall and Police production data, as well as the production environment for the future Intelligent Traffic System (ITS).

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run the system as part of their proposal. BTX-IT compared the Central Square pricing with vendors through the cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and found better hardware and licensing components pricing, with superior maintenance warranties. BTX-IT recommends purchasing the equipment through independent third parties rather than directly through Central Square. As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract which will provide the necessary infrastructure to support the system.

As part of the Next Generation Network improvements that were approved by Council on June 20th, 2022, two Firewalls had been purchased for Data Center Sites one and two. Those replacements have allowed BTX-IT the ability to repurpose the previous firewalls that operate at a modular speed and one of those firewalls will now be utilized at the proposed CAD data center. Due to already owning the hardware only proper licensing is required to be purchased, which this item provides authorization for. Once ITS goes live BTX-IT anticipates needing a larger firewall

to secure the additional needed bandwidth. That firewall will be included with the implementation of the ITS system.

OPTIONS:

- 1) Approve the minute order with Solid Border
- 2) Deny the contract

RECOMMENDATION:

Consider approval of a five year contract with Solid Border for the purchase of Firewall Licensing through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$162,979.63

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services Fund

Full Account #: 6108001-70030

Amount: \$162,979.63

STAFF CONTACT:

Name: James Grommersch

Department: Information Technology

Email: jgrommersch@burlesontx.com

Phone: 817-426-9672



Public Safety Communications

CentralSquare Enterprise

Computer-Aided Dispatch

Mobile Data System

Law Enforcement Records Management System

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- Integrated Computer Systems – Athena
- Tyler Technologies – Enterprise

Proposals were evaluated and scored by stakeholders from Police, Fire, Information Technology and Public Safety Communications

- Demonstrations were requested from CentralSquare Technologies and Tyler Technologies
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 - Responses to RFP indicated they did not have several interfaces desired by the City
- Stakeholders provided feedback and added scoring based on demonstrations
- Staff unanimously selected CentralSquare Technologies - Enterprise

Why CentralSquare?

Proven platform

- Utilized by leading organizations throughout the country
- CentralSquare is the provider of our current system

Designed for multiple disciplines – Police, Fire, EMS

Continuous upgrades and enhancements

- CentralSquare's flagship product – ongoing enhancements

Integrations with other City-owned systems

- G2 Fire Station Alerting System
- Eventide telephone and radio logging recorder
- ProQA Emergency Medical Dispatch
- Brazos ticket writer (Police)
- ImageTrend Records Management System (Fire/Medical)
- Tyler Incode (Court)

Why CentralSquare?

Ability to coordinate response and information sharing between agencies

- Unify CAD-to-CAD hub permits resource sharing with other organizations
 - Johnson County
 - MedStar
 - Fort Worth
- Bi-directional information and resource sharing
 - Allows communications centers to request units from other jurisdictions
 - Information sharing for criminal justice purposes

Coordinated responses for different disciplines

- Response plans built off static and location-based recommendations
 - Closest unit recommendations for high-priority calls
 - Static, sector-driven recommendations for routine calls
- Navigation for responding units

Technology Needs

The new CAD system will require a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure

As part of the CAD project, there are required hardware and networking costs associated with the system's implementation

BTX-IT recommends to install the production data for CAD at the police station and to establish a third data center in the hardened former emergency operations center at the city service center

- The site will provide additional redundancy and service as a fail over site for the City Hall and Police production data, as well as for the CAD
- The site will also house the production environment for the future Intelligent Traffic Center and the Traffic Management Center

Technology Needs

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run CAD a part of their proposal

BTX-IT compared the Central Square pricing with vendors available through cooperative pricing agreements, and were able to find better pricing with superior maintenance warranties

As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract, which include:

- Server hardware, licensing and rack equipment
- Firewall licensing and cyber security equipment
- New internet subscription services for the third data center
- Additional Microsoft licensing

The cost of technology for the IT infrastructure to support CAD over the next five years is \$1,439.965.44

Implementation Costs

The City budgeted \$2,000,000 in ARPA funding for the implementation of the new CAD system

- During the January 18, 2022 City Council Meeting, an ARPA update was provided
 - Council indicated support of funding the CAD system with ARPA funds rather than GO or CO bonds
- Central Square Enterprise Implementation: \$1,293,966.54
 - Five-percent contingency of full contract: \$124,394.08
 - Staff recommends including the contingency to assist with any unexpected expenses during the initial implementation
- IT Hardware and Networking Components: \$1,044,544.78
- Total Implementation Cost: \$2,462,905.40

There is an existing \$225,000 budgeted for the conversion of the former emergency operations center to a new third data center

The remaining \$237,905.40 required to implement CAD (\$2,462,905.40, less \$2,000,000 ARPA funding and \$225,000 data center funding) will be funded through the IT Support Services Fund

Five Year Costs

	Central Square Enterprise	Technology	Total Cost
Year 1	\$1,418,360.62	\$1,044,544.78	\$2,462,905.40*
Year 2	\$296,543.56	\$75,306.72	\$371,850.28
Year 3	\$296,675.19	\$77,735.02	\$374,410.21
Year 4	\$299,204.69	\$117,619.40	\$416,824.09
Year 5	\$301,491.67	\$124,759.52	\$426,251.19
Total Costs	\$2,487,881.65	\$1,439,965.44	\$4,052,241.17

*Total implementation costs for Year 1

- CentralSquare: \$1,293,966.54 + \$124,394.08 (5% contingency of full contract) = \$1,418,360.62
- Technology: \$1,044,544.78
- Total: \$2,462,905.40

Five Year Costs

The city's current budget for annual maintenance of the existing CAD system is \$212,650, with a five and one half percent escalator annually

During the implementation of the new system, which is anticipated to take approximately two years, the city will continue to pay for maintenance associated with the existing CAD

Once CentralSquare Enterprise is implemented, the funds budgeted annually for maintenance of the current system will offset a portion of the new system (approximately \$750,000 through contract years 3-5)

Ongoing annual support costs associated with CAD will be incorporated into the annual budget and will be funded through the IT Support Services Fund

Recommendation

Approve a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite in the amount of \$2,612,275.73, including a five percent contingency

Questions / Comments



QUOTE FOR James Grommersch
City Of Burleson
141 W Renfro St
Burleson TX 76028
United States
(817) 426-9672
jgrommersch@burlesontx.com

DATE 04/04/2023

QUOTE # 6002345

CONTACT David Williams
(210) 478-9737
david@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800-887-9974



PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-3250-TP-R	Palo Alto Networks : Threat prevention subscription renewal, PA-3250. For SN 016301008778. Support to Run 12/28/2023 through 12/28/2024	1	\$5,950.00	\$4,343.00	\$4,343.00
2	PAN-PA-3250-WF-R	Palo Alto Networks : WildFire subscription renewal, PA-3250. For SN 016301008778. Support to Run 12/28/2023 through 12/28/2024	1	\$5,950.00	\$4,343.00	\$4,343.00
3	PAN-PA-3250-GP-R	Palo Alto Networks : GlobalProtect subscription renewal, PA-3250. For SN 016301008778. Support to Run 12/28/2023 through 12/28/2024	1	\$5,950.00	\$4,343.00	\$4,343.00
4	PAN-PA-3250-DNS-R	Palo Alto Networks : DNS Security subscription renewal, PA-3250. For SN 016301008778. Support to Run 12/28/2023 through 12/28/2024	1	\$5,950.00	\$4,343.00	\$4,343.00
5	PAN-PA-3250-ADVURL-R	Palo Alto Networks : Advanced URL Filtering, subscription renewal, PA-3250. For SN 016301008778. Support to Run 12/28/2023 through 12/28/2024	1	\$8,920.00	\$6,511.00	\$6,511.00
6	PAN-SVC-PREM-3250-R	Palo Alto Networks : Premium support renewal, PA-3250. For SN 016301008778. Support to Run 12/28/2023 through 12/28/2024	1	\$5,350.00	\$5,029.00	\$5,029.00

SHIPPING \$0.00

SUBTOTAL \$28,912.00

SALES TAX (%) \$0.00

TOTAL \$28,912.00



Purchasing Contract DIR-CPO-4850

QUOTE EXPIRES 07/28/2023

TERMS Net 30. Credit Cards not accepted.

EMPLOYER ID # EIN # 33-1009121

REMIT TO Solid Border, Inc.
1806 Turnmill St
San Antonio TX 78248
United States



SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD

Bryan Langley, City Manager
City of Burleson, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Solid Border, Inc.
San Antonio, TX United States

Certificate Number:
2023-1005173

Date Filed:
04/10/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

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.

DIR-CPO-4850
Cybersecurity hardware, software and services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Roberto Hofmann, and my date of birth is _____.

My address is 1806 Turnmill St., San Antonio, TX, 78248, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BEXAR County, State of TEXAS, on the 10TH day of APRIL, 20 23.
(month) (year)

Roberto C. Hofmann
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: April 17, 2023

SUBJECT:

Consider approval of a five-year contract with SHI International Corp for Cohesity Backup, and additional Artic Wolf Sensor through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$166,561.13 (Staff Contact: James Grommersch, Chief Technology Officer, IT)

SUMMARY:

The Central Square CAD software requires a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure. Consequently, as part of the CAD project, there are required hardware, networking, and software costs associated with the system's implementation. Portions of the additional components will be placed in the existing Police Department data center and will house the new production environment for the CAD system. Other components will be placed at a new third data center, located at the city service center, which will serve as a fail over for City Hall and Police production data, as well as the production environment for the future Intelligent Traffic System (ITS).

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run the system as part of their proposal. BTX-IT compared the Central Square pricing with vendors through the cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and found better hardware and licensing components pricing, with superior maintenance warranties. BTX-IT recommends purchasing the equipment through independent third parties rather than directly through Central Square. As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract which will provide the necessary infrastructure to support the system.

This item will provide for the purchase of the Cohesity Backup Solution (\$97,849.64) and Artic Wolf Sensor (\$59,891.06) with five years of support for both systems from SHI. The Cohesity Backup is a piece of hardware Central Square Technologies requires for the new CAD system. It will serve as a file share and disaster recovery system for CAD and be tied into the City's Continuity of Operations plan.

The Artic Wolf Sensor is required as a new data center is brought online to filter all traffic from the internet at the location. The sensor is part of our Security Operations Center as a Service (SOCaaS) and will provide the City with 24/7 monitoring of all the various Cyber Security tools the City utilizes, its network traffic, and end-user devices; they will also respond and alert staff to any security events that occur on the new internet connection at the data center location. Council approved Artic Wolf SOCaaS on Dec 12th, 2022, to improve the City's Cyber Security program. Artic Wolf provides the City with a \$500,000 incident response retainer, a dedicated three-person concierge security team, and annual internal, external, and host-based assessments of the City's technology ecosystem.

OPTIONS:

- 1) Approve a five-year contract with SHI International Corp for Cohesity Backup, and additional Artic Wolf Sensor through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$166,561.13
- 2) Deny the contract

RECOMMENDATION:

Consider approval of a five-year contract with SHI International Corp for Cohesity Backup, and additional Artic Wolf Sensor through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$166,561.13 (Staff Contact: James Grommersch, Chief Technology Officer, IT)

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: IT Support Services Fund

Full Account #: 6108001-70030

Amount: \$166,561.13

STAFF CONTACT:

Name: James Grommersch

Department: Information Technology

Email: jgrommersch@burlesontx.com

Phone: 817-426-9672



Public Safety Communications

CentralSquare Enterprise

Computer-Aided Dispatch

Mobile Data System

Law Enforcement Records Management System

Public Safety Communications

The *first*, first responders

- Answer 9-1-1 and non-emergency calls for assistance
 - 19,626 emergency 9-1-1 calls received in 2022
- Operate Computer-Aided Dispatch (CAD) system
 - Dispatch Police and Fire units via radio
 - 37,381 total calls for service processed in 2022
- Ensure safety of fellow first responders
 - Maintain status of Police and Fire units
 - Communicate and provide vital information to responders
- Query National Crime Information Center (NCIC) database

CAD / MDS / LERMS

Computer-Aided Dispatch (CAD)

- Utilized by Public Safety Communications
 - Enter calls for service and create call records
 - Query NLETS (National Law Enforcement Telecommunication System)

Mobile Data System (MDS)

- Utilized by Police and Fire Departments
 - Review and modify calls for service
 - Query NLETS
 - Access Records Management System
 - Maps and navigation

Law Enforcement Records Management System (LERMS)

- Utilized by Police Department and Public Safety Communications
- Repository for local law enforcement records
 - Reports, historical records, mugshots, offense codes for state reporting

Current CAD

Currently, the City is utilizing CentralSquare ONESolution for CAD

The solution was purchased in 2008 under a consortium model comprising nine other Johnson County Agencies

The City of Burleson hosts the production servers and provides technical support with the system to the other agencies

Consortium Members provide funding to the City to contribute with licensing and support costs

Why should we purchase a new system?

Current system is nearing “end of life”

- Legacy configuration
- Lack of future enhancements
- No longer marketed or sold
- Current system is inefficient and cumbersome to operate
- Poor analytics to review our operations

Benefits of new systems on the market

- Ability to interface with different technologies
 - Direct closest responders to the scene more quickly
- Better reporting and analytics
- Better operability between other organizations
- Improved system & network security configuration

Consulting the experts

Council approved a professional services agreement in the amount of \$159,247 on 10/4/2021 to engage a consulting firm to assist with procurement

Mission Critical Partners

- Specialists in Public Safety
- Experience in managing similar implementations

Services they have provided

- Operational and Functional Needs Analysis
- Specification Writing / RFP Development
- Procurement Guidance
- Contract Negotiations

Consortium

The City offered to partner with the consortium members to share the new system

The Johnson County Commissioner's Court provided direction for the County to proceed with a contract with SOMA Global for their public safety software suite

The door remains open for the County and/or other agencies to join at a later date

While we will be on separate systems after implementation, the agencies will continue to partner and share information

- Unify hub for bi-directional communication

Burleson and the other consortium members will continue to have access to the current system until it is no longer needed

Responses to RFP

The City received three proposals

- CentralSquare Technologies – Enterprise
- Integrated Computer Systems – Athena
- Tyler Technologies – Enterprise

Proposals were evaluated and scored by stakeholders from Police, Fire, Information Technology and Public Safety Communications

- Demonstrations were requested from CentralSquare Technologies and Tyler Technologies
 - Integrated Computer Systems was not requested to provide a demonstration
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Recommendation

Approve a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite in the amount of \$2,612,275.73, including a five percent contingency

Questions / Comments



Pricing Proposal
Quotation #: 23166400
Created On: 3/2/2023
Valid Until: 4/28/2023

TX-City of Burleson

James Grommersch

225 West Renfro
ATTN: CHARLES HARRIS
BURLESON, TX 76028
United States
Phone:
Fax:
Email: jgrommersch@burlesontx.com

Inside Account Executive

Alex Jasko

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3061
Fax:
Email: alex_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Arctic Wolf MDR user license Arctic Wolf Networks - Part#: AW-MDR-USER Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 4/28/2023 – 1/30/2024	75	\$61.40	\$4,605.00
2 Arctic Wolf MDR server license Arctic Wolf Networks - Part#: AW-MDR-SE Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 4/28/2023 – 1/30/2024	6	\$61.40	\$368.40
3 Arctic Wolf MDR Log Retention - 1 year Arctic Wolf Networks - Part#: AW-MDR-1YR Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 4/28/2023 – 1/30/2024	81	\$4.30	\$348.30
4 Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Arctic Wolf Networks - Part#: AW-MDR-10XX-S-10GF Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 4/28/2023 – 1/30/2024	1	\$3,574.50	\$3,574.50
5 Arctic Wolf Managed Risk user license Arctic Wolf Networks - Part#: AW-MR-USER Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 4/28/2023 – 1/30/2024	75	\$29.80	\$2,235.00
6 Arctic Wolf Managed Risk server license Arctic Wolf Networks - Part#: AW-MR-SE Contract Name: Software/ Services Contract #: DIR-TSO-4317	6	\$29.80	\$178.80

7	Arctic Wolf Platform - Users and Servers Arctic Wolf Networks - Part#: AW-PLATFORM Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 4/28/2023 – 1/30/2024	81	\$4.50	\$364.50
8	Arctic Wolf IR JumpStart Retainer Arctic Wolf Networks - Part#: AW-IR-JSR Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 4/28/2023 – 1/30/2024	1	\$0.00	\$0.00
9	Arctic Wolf Sensor/Scanner Shipping Arctic Wolf Networks - Part#: AW-SHP Coverage Term: 4/28/2023 – 1/30/2024	1	\$141.20	\$141.20
			Subtotal	\$11,815.70
			Total	\$11,815.70

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal
Quotation #: 23139836
Created On: 2/24/2023
Valid Until: 4/28/2023

TX-City of Burleson

James Grommersch

225 West Renfro
ATTN: CHARLES HARRIS
BURLESON, TX 76028
United States
Phone:
Fax:
Email: jgrommersch@burlesontx.com

Inside Account Executive

Alex Jasko

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3061
Fax:
Email: alex_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 COHESITY DATAPROTECT SERVICE SUBSCRIPTION (1 TB). BACKUP AND RECOVERY ACROSS ON-PREM AND CLOUD WORKLOADS. SUBSCRIPTION PER TB OF USABLE STORAGE CAPACITY - 60 Months Cohesity Inc. - Part#: SVC-DATAPROTECT	20	\$2,849.27	\$56,985.40
2 COHESITY SMARTFILES SERVICE SUBSCRIPTION (1 TB). FILE AND OBJECT SERVICES ACROSS ON-PREM AND CLOUD WORKLOADS, INCLUDING TIERING AND SMARTFILES APPS. SUBSCRIPTION PER TB OF USABLE STORAGE CAPACITY - 60 Months Cohesity Inc. - Part#: SVC-SMARTFILES	5	\$1,167.28	\$5,836.40
3 C5016-RJ45 FOUR (4) NODE BLOCK WITH 48 TB SECURE ERASE HDD, 6.4 TB PCI-E FLASH, 256 GB RAM, 16X 10GBE RJ45 PCIE, 4X IPMI; HARDWARE ONLY Cohesity Inc. - Part#: C5016-10G-RJ45-4	1	\$21,430.16	\$21,430.16
4 PREMIUM (24X7) SUPPORT FOR C5016-10G-RJ45-4-INFO; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS. - 60 Months Cohesity Inc. - Part#: CS-P-C5016-10G-RJ45-4	1	\$12,328.80	\$12,328.80
5 CABLE, 10G, LCLC, OPTICAL, 5M Cohesity Inc. - Part#: CBL-10G-LC-005	8	\$31.13	\$249.04
6 10G SHORT-RANGE OPTICAL SFP+ ADAPTER Cohesity Inc. - Part#: ADP-SFP-10G-SR	8	\$96.23	\$769.84
Subtotal			\$97,599.64
Shipping			\$250.00
Total			\$97,849.64

Additional Comments

Please Note: Cohesity has a zero returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHI Government Solutions, Inc.
Austin, TX United States

Certificate Number:
2023-1004403

Date Filed:
04/07/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson, TX

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.

23166400
Add-On to Arctic Wolf MDR/Managed Risk environment - 1000 series sensor. 4/28/23-1/30/24.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Alexis Massey, and my date of birth is 1.

My address is 3828 Pecana Trail, Austin, TX, 78749, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 7th day of April, 2023.
(month) (year)

Alexis Massey
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: April 17, 2023

SUBJECT:

Consider approval of a five-year contract with CDW-G, LLC for the purchase of an Aruba Switch, Rack Environmental Sensor and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not exceed \$50,272.24 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)

SUMMARY:

The Central Square CAD software requires a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure. Consequently, as part of the CAD project, there are required hardware, networking, and software costs associated with the system's implementation. Portions of the additional components will be placed in the existing Police Department data center and will house the new production environment for the CAD system. Other components will be placed at a new third data center, located at the city service center, which will serve as a fail over for City Hall and Police production data, as well as the production environment for the future Intelligent Traffic System (ITS).

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run the system as part of their proposal. BTX-IT compared the Central Square pricing with vendors through the cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and found better hardware and licensing components pricing, with superior maintenance warranties. BTX-IT recommends purchasing the equipment through independent third parties rather than directly through Central Square. As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract which will provide the necessary infrastructure to support the system.

This item provides for the purchase of an Aruba switch and environmental sensor from CDW-G. The Aruba switch is needed to encrypt network traffic from the new data center. The environmental sensor will alert BTX-IT to the room's condition to protect the hardware and allow staff the ability to respond in real time to prevent damage to the equipment.

OPTIONS:

- 1) Approve the minute order with CDW-G, LLC
- 2) Deny the contract

RECOMMENDATION:

Approval of a five-year contract with CDW-G, LLC for the purchase of an Aruba Switch, Rack Environmental Sensor and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not exceed \$50,272.24 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services Fund

Full Account #: 6108001-70030

Amount: \$50,272.24

STAFF CONTACT:

Name: James Grommersch

Department: Information Technology

Email: jgrommersch@burlesontx.com

Phone: 817-426-9672



Public Safety Communications

CentralSquare Enterprise

Computer-Aided Dispatch

Mobile Data System

Law Enforcement Records Management System

Public Safety Communications

The *first*, first responders

- Answer 9-1-1 and non-emergency calls for assistance
 - 19,626 emergency 9-1-1 calls received in 2022
- Operate Computer-Aided Dispatch (CAD) system
 - Dispatch Police and Fire units via radio
 - 37,381 total calls for service processed in 2022
- Ensure safety of fellow first responders
 - Maintain status of Police and Fire units
 - Communicate and provide vital information to responders
- Query National Crime Information Center (NCIC) database

CAD / MDS / LERMS

Computer-Aided Dispatch (CAD)

- Utilized by Public Safety Communications
 - Enter calls for service and create call records
 - Query NLETS (National Law Enforcement Telecommunication System)

Mobile Data System (MDS)

- Utilized by Police and Fire Departments
 - Review and modify calls for service
 - Query NLETS
 - Access Records Management System
 - Maps and navigation

Law Enforcement Records Management System (LERMS)

- Utilized by Police Department and Public Safety Communications
- Repository for local law enforcement records
 - Reports, historical records, mugshots, offense codes for state reporting

Current CAD

Currently, the City is utilizing CentralSquare ONESolution for CAD

The solution was purchased in 2008 under a consortium model comprising nine other Johnson County Agencies

The City of Burleson hosts the production servers and provides technical support with the system to the other agencies

Consortium Members provide funding to the City to contribute with licensing and support costs

Why should we purchase a new system?

Current system is nearing “end of life”

- Legacy configuration
- Lack of future enhancements
- No longer marketed or sold
- Current system is inefficient and cumbersome to operate
- Poor analytics to review our operations

Benefits of new systems on the market

- Ability to interface with different technologies
 - Direct closest responders to the scene more quickly
- Better reporting and analytics
- Better operability between other organizations
- Improved system & network security configuration

Consulting the experts

Council approved a professional services agreement in the amount of \$159,247 on 10/4/2021 to engage a consulting firm to assist with procurement

Mission Critical Partners

- Specialists in Public Safety
- Experience in managing similar implementations

Services they have provided

- Operational and Functional Needs Analysis
- Specification Writing / RFP Development
- Procurement Guidance
- Contract Negotiations

Consortium

The City offered to partner with the consortium members to share the new system

The Johnson County Commissioner's Court provided direction for the County to proceed with a contract with SOMA Global for their public safety software suite

The door remains open for the County and/or other agencies to join at a later date

While we will be on separate systems after implementation, the agencies will continue to partner and share information

- Unify hub for bi-directional communication

Burleson and the other consortium members will continue to have access to the current system until it is no longer needed

Responses to RFP

The City received three proposals

- CentralSquare Technologies – Enterprise
- Integrated Computer Systems – Athena
- Tyler Technologies – Enterprise

Proposals were evaluated and scored by stakeholders from Police, Fire, Information Technology and Public Safety Communications

- Demonstrations were requested from CentralSquare Technologies and Tyler Technologies
 - Integrated Computer Systems was not requested to provide a demonstration
 - Responses to RFP indicated they did not have several interfaces desired by the City
- Stakeholders provided feedback and added scoring based on demonstrations
- Staff unanimously selected CentralSquare Technologies - Enterprise

Why CentralSquare?

Proven platform

- Utilized by leading organizations throughout the country
- CentralSquare is the provider of our current system

Designed for multiple disciplines – Police, Fire, EMS

Continuous upgrades and enhancements

- CentralSquare's flagship product – ongoing enhancements

Integrations with other City-owned systems

- G2 Fire Station Alerting System
- Eventide telephone and radio logging recorder
- ProQA Emergency Medical Dispatch
- Brazos ticket writer (Police)
- ImageTrend Records Management System (Fire/Medical)
- Tyler Incode (Court)

Why CentralSquare?

Ability to coordinate response and information sharing between agencies

- Unify CAD-to-CAD hub permits resource sharing with other organizations
 - Johnson County
 - MedStar
 - Fort Worth
- Bi-directional information and resource sharing
 - Allows communications centers to request units from other jurisdictions
 - Information sharing for criminal justice purposes

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The new CAD system will require a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure

As part of the CAD project, there are required hardware and networking costs associated with the system's implementation

BTX-IT recommends to install the production data for CAD at the police station and to establish a third data center in the hardened former emergency operations center at the city service center

- The site will provide additional redundancy and service as a fail over site for the City Hall and Police production data, as well as for the CAD
- The site will also house the production environment for the future Intelligent Traffic Center and the Traffic Management Center

Technology Needs

Central Square provided the city with pricing to purchase the hardware and networking equipment necessary to run CAD a part of their proposal

BTX-IT compared the Central Square pricing with vendors available through cooperative pricing agreements, and were able to find better pricing with superior maintenance warranties

As a result, there are various items from multiple cooperative pricing vendors that accompany the CAD software contract, which include:

- Server hardware, licensing and rack equipment
- Firewall licensing and cyber security equipment
- New internet subscription services for the third data center
- Additional Microsoft licensing

The cost of technology for the IT infrastructure to support CAD over the next five years is \$1,439.965.44

Implementation Costs

The City budgeted \$2,000,000 in ARPA funding for the implementation of the new CAD system

- During the January 18, 2022 City Council Meeting, an ARPA update was provided
 - Council indicated support of funding the CAD system with ARPA funds rather than GO or CO bonds
- Central Square Enterprise Implementation: \$1,293,966.54
 - Five-percent contingency of full contract: \$124,394.08
 - Staff recommends including the contingency to assist with any unexpected expenses during the initial implementation
- IT Hardware and Networking Components: \$1,044,544.78
- Total Implementation Cost: \$2,462,905.40

There is an existing \$225,000 budgeted for the conversion of the former emergency operations center to a new third data center

The remaining \$237,905.40 required to implement CAD (\$2,462,905.40, less \$2,000,000 ARPA funding and \$225,000 data center funding) will be funded through the IT Support Services Fund

Five Year Costs

	Central Square Enterprise	Technology	Total Cost
Year 1	\$1,418,360.62	\$1,044,544.78	\$2,462,905.40*
Year 2	\$296,543.56	\$75,306.72	\$371,850.28
Year 3	\$296,675.19	\$77,735.02	\$374,410.21
Year 4	\$299,204.69	\$117,619.40	\$416,824.09
Year 5	\$301,491.67	\$124,759.52	\$426,251.19
Total Costs	\$2,487,881.65	\$1,439,965.44	\$4,052,241.17

*Total implementation costs for Year 1

- CentralSquare: \$1,293,966.54 + \$124,394.08 (5% contingency of full contract) = \$1,418,360.62
- Technology: \$1,044,544.78
- Total: \$2,462,905.40

Five Year Costs

The city's current budget for annual maintenance of the existing CAD system is \$212,650, with a five and one half percent escalator annually

During the implementation of the new system, which is anticipated to take approximately two years, the city will continue to pay for maintenance associated with the existing CAD

Once CentralSquare Enterprise is implemented, the funds budgeted annually for maintenance of the current system will offset a portion of the new system (approximately \$750,000 through contract years 3-5)

Ongoing annual support costs associated with CAD will be incorporated into the annual budget and will be funded through the IT Support Services Fund

Recommendation

Approve a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite in the amount of \$2,612,275.73, including a five percent contingency

Questions / Comments

Quote # 1CB27H9

Description: 2024 EPL

Status: Open

Requested By: SCOTT HEISEY

Customer Notes:

Created Date: 03/20/23

Last Edited Date: 03/20/23

Ship to:

CITY OF BURLESON, TX
ATTN:SCOTT HEISEY
141 W RENFRO ST
BURLESON , TX 76028-4261

Billed to:

CITY OF BURLESON
ATTN: FINANCE DEPT
141 W RENFRO ST
BURLESON , TX 76028-4261
(817) 295-1113

Shipping method:

Drop Ship Ground

Payment method:

DO NOT SHIP

Quote Summary

Subtotal

\$15,079.46

*US Tax

\$0.00

Shipping

\$0.00

Grand Total





\$15,079.46



*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
<div><div><div><u>HPE Aruba 6300M 24p SFP+ LRM support and 2p 50G and 2p 25G MACsec Switch -</u></div><div>MFG Part: R8S92A CDW Part: 7169437 UNSPSC:</div></div></div>	<div><div>4-6+ Weeks</div><div>Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.</div></div>	<div><div>\$8,436.17</div><div>Pricing Option Applied: TXDIR - HPE DIR-TSO-4160</div></div>	1.0	\$8,436.17
<div><div><div><u>HPE Aruba X371 - power supply - hot-plug / redundant - 250 Watt</u></div><div>MFG Part: JL085A#ABA CDW Part: 4360869 UNSPSC:</div></div></div>	<div><div>4-6+ Weeks</div><div>Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.</div></div>	<div><div>\$257.43</div><div>Pricing Option Applied: National IPA Technology Solutions</div></div>	2.0	\$514.86
<div><div><div><u>HPE Aruba - SFP+ Transceiver Module - 10 GigE</u></div><div>MFG Part: J9150D CDW Part: 4919570 UNSPSC:</div></div></div>	<div><div>In Stock</div><div>Get it Saturday, April 15 by a CDW partner</div></div>	<div><div>\$493.94</div><div>Pricing Option Applied: TXDIR - HPE DIR-TSO-4160</div></div>	2.0	\$987.88
<div><div><div><u>HPE Aruba - SFP+ Transceiver Module - 10 GigE</u></div><div>MFG Part: J9151E CDW Part: 5470535 UNSPSC:</div></div></div>	<div><div>7-9+ Days</div><div>Expected in-stock date for this item is between 7-9 days. Item will ship once it is in stock.</div></div>	<div><div>\$1,345.44</div><div>Pricing Option Applied: TXDIR - HPE DIR-TSO-4160</div></div>	1.0	\$1,345.44

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
<div><div><div><u>HPE Aruba Central Foundation - subscription license (3 years) - 1 switch (4)</u></div><div>MFG Part: Q9Y79AAE CDW Part: 6487813 UNSPSC:</div><div>Electronic distribution - NO MEDIA</div></div></div>	In Stock	<div>\$554.85</div> <div>Pricing Option Applied: TXDIR - HPE DIR-TSO-4160</div>	1.0	\$554.85
<div><div><div><u>HPE Foundation Care Next Business Day Exchange Service - extended service a</u></div><div>MFG Part: H64E6E CDW Part: 7219542 UNSPSC:</div><div>Electronic distribution - NO MEDIA</div></div></div>	In Stock	<div>\$3,240.26</div> <div>Pricing Option Applied: National IPA Technology Solutions</div>	1.0	\$3,240.26



Quote # 1CB6WGG

Description: CAD TOR MGMT 6300

Status: Open

Requested By: SCOTT HEISEY

Customer Notes:

Created Date: 04/10/23

Last Edited Date: 04/10/23

Ship to:

CITY OF BURLESON, TX
ATTN:SCOTT HEISEY
141 W RENFRO ST
BURLESON , TX 76028-4261

Billed to:

CITY OF BURLESON
ATTN: FINANCE DEPT
141 W RENFRO ST
BURLESON , TX 76028-4261
(817) 295-1113

Shipping method:

Drop Ship Ground

Payment method:

Select payment method during checkout.

Quote Summary

Subtotal

\$15,648.88

*US Tax

\$0.00

Shipping

\$0.00

Grand Total





\$15,648.88


*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
<div><div><div><u>HPE Aruba 6300M 48-Port 1GbE Class 4 PoE and 4-Port SFP56 Switch</u></div><div>MFG Part: JL661A CDW Part: 5817451 UNSPSC:</div></div></div>	<div><div>4-6+ Weeks</div><div>Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.</div></div>	<div><div>\$8,883.98</div><div>Pricing Option Applied: TXDIR - HPE DIR-TSO-4160</div></div>	1.0	\$8,883.98
<div><div><div><u>HPE Aruba X372 - Power Supply - Hot-Plug / Redundant - 1050 Watt</u></div><div>MFG Part: JL087A#ABA CDW Part: 4360871 UNSPSC:</div></div></div>	<div><div>4-6+ Weeks</div><div>Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.</div></div>	<div><div>\$956.39</div><div>Pricing Option Applied: Region 16 ESC/TexBuy</div></div>	2.0	\$1,912.78
<div><div><div><u>HPE Aruba - SFP+ Transceiver Module - 10 GigE</u></div><div>MFG Part: J9150D CDW Part: 4919570 UNSPSC:</div></div></div>	<div><div>In Stock</div><div>Get it Saturday, April 15 by a CDW partner</div></div>	<div><div>\$819.64</div><div>Pricing Option Applied: TXDIR - HPE DIR-TSO-4160</div></div>	2.0	\$1,639.28
<div><div><div><u>HPE Aruba Central Foundation - subscription license (3 years) - 1 switch (4</u></div><div>MFG Part: Q9Y79AAE CDW Part: 6487813 UNSPSC:</div></div></div>	<div><div>In Stock</div></div>	<div><div>\$920.70</div><div>Pricing Option Applied: TXDIR - HPE DIR-TSO-4160</div></div>	1.0	\$920.70

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
Electronic distribution - NO MEDIA				
	<u>HPE Foundation Care Next Business</u> <u>Day Exchange Service - extended</u> <u>service a</u> MFG Part: H64E6E CDW Part: 7219542 UNSPSC: Electronic distribution - NO MEDIA	In Stock \$2,292.14 Pricing Option Applied: TXDIR - HPE DIR-TSO- 4160	1.0	\$2,292.14



Quote # 1CB29XG

Description: DR SITE TEMP SENSOR

Status: Open

Requested By: SCOTT HEISEY

Customer Notes:

Created Date: 03/21/23

Last Edited Date: 03/21/23

Ship to:

CITY OF BURLESON, TX
ATTN:SCOTT HEISEY
141 W RENFRO ST
BURLESON , TX 76028-4261

Billed to:

CITY OF BURLESON
ATTN: FINANCE DEPT
141 W RENFRO ST
BURLESON , TX 76028-4261
(817) 295-1113

Shipping method:

UPS Ground

Payment method:

NET 30-VERBAL

Quote Summary

Subtotal

\$1,169.99

*US Tax

\$0.00

Shipping

\$0.00

Grand Total




\$1,169.99

*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
<div><div><div>APC NetBotz Rack Monitor 250 - environment monitoring device</div><div>MFG Part: NBRK0250 CDW Part: 4292003 UNSPSC:</div></div></div>	<div><div>In Stock</div><div>Get it Friday, April 14 if ordered within 0 hrs 23 mins.</div></div>	<div><div>\$571.44</div><div>Pricing Option Applied: Texas Misc IT HW Peri TxDOT DIR-CPO-5093</div></div>	1.0	\$571.44
<div><div><div>APC AP9335T Temperature Sensor</div><div>MFG Part: AP9335T CDW Part: 936119 UNSPSC:</div></div></div>	<div><div>In Stock</div><div>Get it Friday, April 14 if ordered within 0 hrs 23 mins.</div></div>	<div><div>\$101.68</div><div>Pricing Option Applied: Texas Misc IT HW Peri TxDOT DIR-CPO-5093</div></div>	2.0	\$203.36
<div><div><div>NetBotz Spot Fluid Sensor - fluid detector</div><div>MFG Part: NBES0301 CDW Part: 1834101 UNSPSC:</div></div></div>	<div><div>In Stock</div><div>Get it Saturday, April 15 by a CDW partner</div></div>	<div><div>\$131.73</div><div>Pricing Option Applied: Texas Misc IT HW Peri TxDOT DIR-CPO-5093</div></div>	3.0	\$395.19

Bryan Langley, City Manager
City of Burleson, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CDW
Vernon Hills, IL United States

Certificate Number:
2022-943685

Date Filed:
10/12/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CDW-G

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.

1295
Aruba Switching and ClearPass stand-up services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Thomas Beckman, and my date of birth is ■■■■■■■■■■.

My address is 448 W Arlington Pl Unit 3, Chicago, IL, 60614, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cook County, State of Illinois, on the 11 day of April, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: James Grommersch, Chief Technology Officer
MEETING: April 17, 2023

SUBJECT:

Consider approval of a five year contract with GTS Technology Solutions for Dell Servers, Networking equipment, Microsoft licensing and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$897,049.57. *(Staff Contact: James Grommersch, Chief Technology Officer, IT)*

SUMMARY:

The Central Square CAD software requires a significant technological backbone to utilize the application and exceeds the server and network capacity available within the city's existing IT infrastructure. Consequently, as part of the CAD project, there are required hardware, networking, and software costs associated with the system's implementation. Portions of the additional components will be placed in the existing Police Department data center and will house the new production environment for the CAD system. Other components will be placed at a new third data center, located at the city service center, which will serve as a fail over for City Hall and Police production data, as well as the production environment for the future Intelligent Traffic System (ITS).

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This item will provide for the purchase of Dell servers, networking equipment, and Microsoft Licensing necessary to run the CAD software from GTS. The hardware meets the recommendations of Central Square and comes with a five-year support agreement to ensure the functionality of the hardware.

OPTIONS:

- 1) Approve the minute order with GTS Technology Solutions
- 2) Deny the contract

RECOMMENDATION:

Consider approval of a five year contract with GTS Technology Solutions for Dell Servers, Networking equipment, Microsoft licensing and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$897,049.57.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services Fund

Full Account #: 6108001-70030

Amount: \$897,049.57

STAFF CONTACT:

Name: James Grommersch

Department: Information Technology

Email: jgrommersch@burlesontx.com

Phone: 817-426-9672



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The City budgeted \$2,000,000 in ARPA funding for the implementation of the new CAD system

- During the January 18, 2022 City Council Meeting, an ARPA update was provided
 - Council indicated support of funding the CAD system with ARPA funds rather than GO or CO bonds
- Central Square Enterprise Implementation: \$1,293,966.54
 - Five-percent contingency of full contract: \$124,394.08
 - Staff recommends including the contingency to assist with any unexpected expenses during the initial implementation
- IT Hardware and Networking Components: \$1,044,544.78
- Total Implementation Cost: \$2,462,905.40

There is an existing \$225,000 budgeted for the conversion of the former emergency operations center to a new third data center

The remaining \$237,905.40 required to implement CAD (\$2,462,905.40, less \$2,000,000 ARPA funding and \$225,000 data center funding) will be funded through the IT Support Services Fund

Five Year Costs

	Central Square Enterprise	Technology	Total Cost
Year 1	\$1,418,360.62	\$1,044,544.78	\$2,462,905.40*
Year 2	\$296,543.56	\$75,306.72	\$371,850.28
Year 3	\$296,675.19	\$77,735.02	\$374,410.21
Year 4	\$299,204.69	\$117,619.40	\$416,824.09
Year 5	\$301,491.67	\$124,759.52	\$426,251.19
Total Costs	\$2,487,881.65	\$1,439,965.44	\$4,052,241.17

*Total implementation costs for Year 1

- CentralSquare: \$1,293,966.54 + \$124,394.08 (5% contingency of full contract) = \$1,418,360.62
- Technology: \$1,044,544.78
- Total: \$2,462,905.40

Five Year Costs

The city's current budget for annual maintenance of the existing CAD system is \$212,650, with a five and one half percent escalator annually

During the implementation of the new system, which is anticipated to take approximately two years, the city will continue to pay for maintenance associated with the existing CAD

Once CentralSquare Enterprise is implemented, the funds budgeted annually for maintenance of the current system will offset a portion of the new system (approximately \$750,000 through contract years 3-5)

Ongoing annual support costs associated with CAD will be incorporated into the annual budget and will be funded through the IT Support Services Fund

Recommendation

Approve a five-year contract with CentralSquare Technologies for the purchase of a public safety software suite in the amount of \$2,612,275.73, including a five percent contingency

Questions / Comments



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0095868
Date: 3/2/2023
Delivery Date:
Expire Date: 4/1/2023
Customer ID: TXCOBURL13000
Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Kelli Petty		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	210-APEX: Dell S5248F-ON Switch 48x25GbE SFP28 4x100GbE QSFP28 2x100GbE QSFP-DD IO to PSU 2xPSU	DIR-TSO-4299	2.00	EACH	\$10,805.63	\$21,611.26
2	343-BBLP: Dell EMC S52XX-ON Series User Guide	DIR-TSO-4299	2.00	EACH	\$1.12	\$2.24
3	634-BRUN: OS10 Enterprise S5248F-ON	DIR-TSO-4299	2.00	EACH	\$2,492.04	\$4,984.08
4	818-4856: Dell Hardware Limited Warranty 1 Year	DIR-TSO-4299	2.00	EACH	\$110.49	\$220.98
5	818-4898: ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	DIR-TSO-4299	2.00	EACH	\$356.06	\$712.12
6	818-4905: ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance 5 Years	DIR-TSO-4299	2.00	EACH	\$7,202.57	\$14,405.14
7	818-4906: ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended	DIR-TSO-4299	2.00	EACH	\$1,716.03	\$3,432.06
8	951-2015: Thank you for choosing Dell ProSupport Plus. For tech support visit // www.dell.com/contactdell	DIR-TSO-4299	2.00	EACH	\$0.00	\$0.00
9	975-3461: Dell Limited Hardware Warranty Extended Year(s)	DIR-TSO-4299	2.00	EACH	\$0.00	\$0.00
10	997-6306: Info 3rd Party Software Warranty provided by Vendor	DIR-TSO-4299	2.00	EACH	\$0.00	\$0.00
11	804-2152: ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	DIR-TSO-4299	2.00	EACH	\$4,226.16	\$8,452.32
12	804-2153: ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification	DIR-TSO-4299	2.00	EACH	\$38.50	\$77.00
13	812-4037: ProDeploy Plus No Charge Training 500	DIR-TSO-4299	2.00	EACH	\$425.00	\$850.00
14	848-8536: 5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	DIR-TSO-4299	2.00	EACH	\$1,120.79	\$2,241.58
15	470-ABOU: Dell Networking Cable 100GbE QSFP28 to QSFP28 Passive Copper Direct Attach Cable 0.5 Meter	DIR-TSO-4299	4.00	EACH	\$85.85	\$343.40
16	470-BBCX: Dell Networking Cable SFP28 to SFP28 25GbE Passive Copper Twinax Direct Attach Cable 3 Meter	DIR-TSO-4299	32.00	EACH	\$34.61	\$1,107.52
17	450-AASX: Dell Networking Jumper Cord 250V 12A 2 Meters C13/C14 US	DIR-TSO-4299	2.00	EACH	\$5.54	\$11.08

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Page: 1 of 2



GTS Technology Solutions, Inc.
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Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0095868
Date: 3/2/2023
Delivery Date:
Expire Date: 4/1/2023
Customer ID: TXCOBURL13000
Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			
CUSTOMER P.O. NO.		TERMS	SALES REP			
		Net 30 Days	Kelli Petty			
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
18	450-AASX: Dell Networking Jumper Cord 250V 12A 2 Meters C13/C14 US	DIR-TSO-4299	2.00	EACH	\$5.54	\$11.08
19	210-ALSJ: Dell EMC Switch S4148F-ON 1U 48x10GbE SFP+ 4xQSFP28 2xQSFP+ IO to PSU 2 PSU OS10	DIR-TSO-4299	2.00	EACH	\$6,893.53	\$13,787.06
20	619-AMIU: OS10 Enterprise S4148F-ON	DIR-TSO-4299	2.00	EACH	\$1,732.28	\$3,464.56
21	343-BBGC: Dell EMC Networking S4100-ON Americas User Guide	DIR-TSO-4299	2.00	EACH	\$1.16	\$2.32
22	813-0806: Dell Hardware Limited Warranty 1 Year	DIR-TSO-4299	2.00	EACH	\$57.55	\$115.10
23	813-0904: ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	DIR-TSO-4299	2.00	EACH	\$122.42	\$244.84
24	813-0917: ProSupport Plus Mission Critical:7x24 HW/SW Tech Support and Assistance 5 Years	DIR-TSO-4299	2.00	EACH	\$4,064.01	\$8,128.02
25	813-0918: ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended	DIR-TSO-4299	2.00	EACH	\$690.70	\$1,381.40
26	951-2015: Thank you for choosing Dell ProSupport Plus. For tech support visit // www.dell.com/contactdell	DIR-TSO-4299	2.00	EACH	\$0.00	\$0.00
27	975-3461: Dell Limited Hardware Warranty Extended Year(s)	DIR-TSO-4299	2.00	EACH	\$0.00	\$0.00
28	997-6306: Info 3rd Party Software Warrantry provided by Vendor	DIR-TSO-4299	2.00	EACH	\$0.00	\$0.00
29	804-2147: ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment	DIR-TSO-4299	2.00	EACH	\$3,617.40	\$7,234.80
30	804-2148: ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment Verification	DIR-TSO-4299	2.00	EACH	\$35.56	\$71.12
31	812-4037: ProDeploy Plus No Charge Training 500	DIR-TSO-4299	2.00	EACH	\$425.00	\$850.00
32	848-8536: 5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	DIR-TSO-4299	2.00	EACH	\$779.10	\$1,558.20
33	407-BCZR: Dell Networking Transceiver SFP+ 10GbE SR 850nm Wavelength 300m Reach	DIR-TSO-4299	4.00	EACH	\$158.81	\$635.24
34	470-ACMB: Dell Networking Cable OM4 LC/LC Fiber Cable (Optics required) 1 Meter	DIR-TSO-4299	4.00	EACH	\$49.09	\$196.36
35	450-AASX: Dell Networking Jumper Cord 250V 12A 2 Meters C13/C14 US	DIR-TSO-4299	2.00	EACH	\$3.85	\$7.70

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Page: 2 of 2



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0095868
 Date: 3/2/2023
 Delivery Date:
 Expire Date: 4/1/2023
 Customer ID: TXCOBURL13000
 Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			

Total Weight (EACH):	0	Sales Total:	\$96,146.28
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$96,146.28



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0095508
 Date: 2/24/2023
 Delivery Date:
 Expire Date: 3/26/2023
 Customer ID: TXCOBURL13000
 Sales Contact: Hannah Brierty

QUOTE FOR:		SHIP TO:				
City of Burleson		City of Burleson				
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Kelli Petty		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	9EA-00705: Microsoft® Win Server Datacenter Core License & Software Assurance Open Value 2 Licenses Level D 3 Years Acquired Year 1 AP Microsoft Corporation	TIPS 200105	48.00	EACH	\$1,327.34	\$63,712.32
2	228-07285: Microsoft® SQL Server Standard License & Software Assurance Open Value Level D 3 Years Acquired Year 1 AP Microsoft Corporation	TIPS 200105	13.00	EACH	\$1,703.03	\$22,139.39

Total Weight (EACH): 0 Sales Total: \$85,851.71
 Total Volume (EACH): 0 Freight & Misc.: \$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total: \$0.00
 Total (USD): \$85,851.71



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0095472
 Date: 2/23/2023
 Delivery Date:
 Expire Date: 3/25/2023
 Customer ID: TXCOBURL13000
 Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Kelli Petty		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	210-ARZC: Recover Point for Virtual Machine	DIR-TSO-4299	1.00	EACH	\$29,328.01	\$29,328.01

NOTE: 1 - Recover Point for Virtual Machine
 1 - Informational Purposes Only
 1 - Thank you for Your Order
 1 - Thank you for Your Order
 1 - On-Site Installation Declined
 1 - Storage Software Info
 40 - Informational Purposes Only
 30 - RecoverPoint for VMs Tier 1=IB

Total Weight (EACH):	0	Sales Total:	\$29,328.01
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$29,328.01



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0097538
 Date: 4/10/2023
 Delivery Date:
 Expire Date: 5/10/2023
 Customer ID: TXCOBURL13000
 Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			
CUSTOMER P.O. NO.		TERMS	SALES REP			
		Net 30 Days	Kelli Petty			
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: APC	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	AR3300: APC NetShelter SX Enclosure with Roof and Sides - Rack - black - 42U - 19"	TIPS 200105	1.00	EACH	\$2,413.95	\$2,413.95
	NOTE: Product Type: NetShelter Width: 23.622 Inch Depth: 47.244 Inch Height: 78.386 Inch Enclosure Color: Black Service & Support Type: 5 year repair or replace					
3	NOTE LINE: UPS	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
4	GXT5-3KL620RT2UXL: Vertiv Liebert GXT5 UPS - 3kVA/2700W 208V ; Online Double Conversion Rack Tower Energy Star L6-20P	DIR-CPO-4751	2.00	EACH	\$3,106.20	\$6,212.40
5	TDU-3500RTL620: LIEBERT TDU 3.5KW L620	DIR-CPO-4751	2.00	EACH	\$1,033.77	\$2,067.54
6	RDU101: INTELLISLOT COMMS CARD	DIR-CPO-4751	2.00	EACH	\$298.01	\$596.02
7	38252: "VPN-EEV_L6-20P-20A_24N"	DIR-CPO-4751	2.00	EACH	\$269.54	\$539.08
8	FREIGHT CHARGE: Freight Charge	NON CONTRACT	1.00	EACH	\$0.00	\$0.00

Total Weight (EACH):	0	Sales Total:	\$11,828.99
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$11,828.99



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0097467
Date: 4/10/2023
Delivery Date:
Expire Date: 5/10/2023
Customer ID: TXCOBURL13000
Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			
CUSTOMER P.O. NO.		TERMS	SALES REP			
		Net 30 Days	Kelli Petty			
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	210-ARZC: Recover Point for Virtual Machine	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
2	865-3470: 5 Years ProSupport Plus Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
3	823-8983: ProDeploy Dell EMC RecoverPoint for Virtual Machines	DIR-TSO-3763-R	8.00	EACH	\$2,399.04	\$19,192.32
4	823-8984: ProDeploy Dell EMC RecoverPoint for Virtual Machines Deployment Verification	DIR-TSO-3763-R	8.00	EACH	\$1,128.96	\$9,031.68
5	626-BBBG: Storage Software Info	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
6	142-BBNV: HClA RecoverPoint for VMs for 1 node	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
7	210-BBGT: VxRail P670F, All Flash	DIR-TSO-3763-R	8.00	EACH	\$3,137.42	\$25,099.36
8	329-BDWH: PSNT Info	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
9	379-BENB: vSAN Node	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
10	384-BDHB: VxRail E660/F/N P670F/N V670F Firmware Lock	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
11	634-BZQX: VxRail Software 7.0.405 Factory Install	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
12	379-BDYQ: No Transformational License Agreement	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
13	379-BEWY: Informational Purposes Only	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
14	321-BGYN: 2.5" Chassis with up to 24 HDDs (SAS/SATA/NVMe), 4x2.5" Rear HDDs (SAS/SATA)	DIR-TSO-3763-R	8.00	EACH	\$372.44	\$2,979.52
15	379-BDSR: No GPU Enablement	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
16	325-BDYT: VxRail 2U Bezel V2	DIR-TSO-3763-R	8.00	EACH	\$54.65	\$437.20
17	338-CBWM: Intel Xeon Gold 5315Y 3.2G, 8C/16T, 11.2GT/s, 12M Cache, Turbo, HT (140W) DDR4-2933	DIR-TSO-3763-R	8.00	EACH	\$579.18	\$4,633.44
18	338-CBWM: Intel Xeon Gold 5315Y 3.2G, 8C/16T, 11.2GT/s, 12M Cache, Turbo, HT (140W) DDR4-2933	DIR-TSO-3763-R	8.00	EACH	\$579.18	\$4,633.44
19	379-BDCO: Additional Processor Selected	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
20	370-AEVR: 3200MT/s RDIMMs	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
21	540-BCOC: Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	DIR-TSO-3763-R	8.00	EACH	\$199.43	\$1,595.44
22	461-AAIG: Trusted Platform Module 2.0 V3	DIR-TSO-3763-R	8.00	EACH	\$27.85	\$222.80

Continued...

Page: 1 of 1



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9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0097467
Date: 4/10/2023
Delivery Date:
Expire Date: 5/10/2023
Customer ID: TXCOBURL13000
Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Kelli Petty		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
23	770-BBBQ: ReadyRails Sliding Rails	DIR-TSO-3763-R	8.00	EACH	\$41.92	\$335.36
24	770-BDRQ: Cable Management Arm, 2U	DIR-TSO-3763-R	8.00	EACH	\$19.42	\$155.36
25	450-AJEV: Dual, Hot-Plug, Power Supply 2400W Redundant, D Mixed Mode	DIR-TSO-3763-R	8.00	EACH	\$649.50	\$5,196.00
26	750-ACOM: Fan Foam, HDD 2U	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
27	863-1650: 5 Years ProSupport Plus Mission Critical vSphere Ent Plus for 1 Proc Sftwr Spt-Contract	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
28	379-BDTB: 4x2.5 Rear Storage	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
29	878-0273: Dell Hardware Limited Warranty	DIR-TSO-3763-R	8.00	EACH	\$195.17	\$1,561.36
30	878-0947: Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	DIR-TSO-3763-R	8.00	EACH	\$1,938.70	\$15,509.60
31	878-0948: Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	DIR-TSO-3763-R	8.00	EACH	\$675.82	\$5,406.56
32	878-0951: Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	DIR-TSO-3763-R	8.00	EACH	\$12,944.72	\$103,557.76
33	951-2015: Thank you for choosing Dell ProSupport Plus. For tech support, visit // www.dell.com/contactdell	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
34	975-3461: Dell Limited Hardware Warranty Extended Year(s)	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
35	379-BEWY: Informational Purposes Only	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
36	812-4011: ProDeploy Plus No Charge Training 200	DIR-TSO-3763-R	8.00	EACH	\$160.00	\$1,280.00
37	819-2575: ProDeploy Plus Dell EMC VxRail Deployment	DIR-TSO-3763-R	8.00	EACH	\$2,650.67	\$21,205.36
38	819-2576: ProDeploy Plus Dell EMC VxRail Deployment Verification	DIR-TSO-3763-R	8.00	EACH	\$133.78	\$1,070.24
39	389-DYHE: PowerEdge R750 CE Marking, No CCC Marking	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
40	389-DYHF: Dell/EMC label (BIS) for 2.5" Chassis	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
41	379-BDSW: SAS/SATA/NVMe Capable Backplane	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
42	340-CWLS: P/V 670 Shipping, DAO	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
43	481-BBFG: PowerEdge R750 Shipping Material	DIR-TSO-3763-R	8.00	EACH	\$29.78	\$238.24

Continued...

Page: 2 of 4



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0097467
Date: 4/10/2023
Delivery Date:
Expire Date: 5/10/2023
Customer ID: TXCOBURL13000
Sales Contact: Hannah Brierty

QUOTE FOR:		SHIP TO:	
City of Burleson		City of Burleson	

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Kelli Petty
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
44	379-BDTF: 2.5 Chassis	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
45	330-BBVY: VxRail P670F, Riser Config 5, 2A+4B, 2x8FH, 2x16LP	DIR-TSO-3763-R	8.00	EACH	\$92.70	\$741.60
46	329-BHKH: VxRail P670F Branding	DIR-TSO-3763-R	8.00	EACH	\$16.54	\$132.32
47	329-BFGT: R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
48	412-AAWE: Heatsink for 2 CPU configuration (CPU less than 165W)	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
49	370-AAIP: Performance Optimized	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
50	780-BCQR: C43, No RAID, VxRail PV670F/ S670	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
51	405-AAXY: Dell HBA355i Controller Front	DIR-TSO-3763-R	8.00	EACH	\$216.25	\$1,730.00
52	750-ADED: Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
53	403-BCMB: BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	DIR-TSO-3763-R	8.00	EACH	\$510.99	\$4,087.92
54	470-AERS: BOSS Cables and Bracket for R750 (4x2.5" Rear)	DIR-TSO-3763-R	8.00	EACH	\$15.04	\$120.32
55	385-BBQV: iDRAC9, Enterprise 15G	DIR-TSO-3763-R	8.00	EACH	\$147.07	\$1,176.56
56	379-BCQY: iDRAC Group Manager, Disabled	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
57	379-BCSG: iDRAC, Legacy Password	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
58	379-BCRB: DHCP with Zero Touch Configuration	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
59	750-ADGL: High Performance Fan x6	DIR-TSO-3763-R	8.00	EACH	\$59.85	\$478.80
60	350-BBYX: No Quick Sync	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
61	631-AACK: No Systems Documentation, No OpenManage DVD Kit	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
62	387-BBEY: No Energy Star	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
63	800-BBDM: UEFI BIOS Boot Mode with GPT Partition	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
64	350-BCFZ: P670F Luggage Tag	DIR-TSO-3763-R	8.00	EACH	\$0.00	\$0.00
65	370-AEVP: 64GB RDIMM, 3200MT/s, Dual Rank, 16Gb	DIR-TSO-3763-R	64.00	EACH	\$977.47	\$62,558.08
66	345-BEPV: 800GB SSD SAS ISE, Mixed Use, up to 24Gbps 512e 2.5in Hot-Plug, AG Drive	DIR-TSO-3763-R	16.00	EACH	\$689.40	\$11,030.40

Continued...

Page: 3 of 4



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0097467
Date: 4/10/2023
Delivery Date:
Expire Date: 5/10/2023
Customer ID: TXCOBURL13000
Sales Contact: Hannah Brierty

QUOTE FOR:			SHIP TO:			
City of Burleson			City of Burleson			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Kelli Petty		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
67	345-BELZ: 3.84TB SSD SAS, Read Intensive, up to 24Gbps 512e 2.5in Hot-Plug, AG Drive	DIR-TSO-3763-R	48.00	EACH	\$1,818.28	\$87,277.44
68	470-AATY: Power Cord, C19 to C20, PDU-Style, 16 Amps, .6 meter, Argentina, Qty 1	DIR-TSO-3763-R	16.00	EACH	\$3.31	\$52.96
69	149-BBSF: VxRail VMware, vSAN Advanced, 5 Years	DIR-TSO-3763-R	16.00	EACH	\$0.00	\$0.00
70	634-BYOZ: VxRail HCI System Software, A	DIR-TSO-3763-R	16.00	EACH	\$3,031.97	\$48,511.52
71	634-BRIL: VxRail HCI System Software, Capacity Drive 3.84TB SAS, SSD	DIR-TSO-3763-R	48.00	EACH	\$649.40	\$31,171.20
72	634-BYLZ: VxRail HCI System Software Memory, 64GB	DIR-TSO-3763-R	64.00	EACH	\$189.90	\$12,153.60
73	151-BBXE: VxRail VMware vSphere Enterprise Plus for 1 processor, 5 Years	DIR-TSO-3763-R	16.00	EACH	\$2,477.37	\$39,637.92
74	863-1523: 5 Years ProSupport Plus Mission Critical vSphere Ent Plus for 1 Proc Sftwr Spt-Maint	DIR-TSO-3763-R	16.00	EACH	\$2,820.60	\$45,129.60
75	823-4156: ProSupport Plus Mission Critical, vSAN, Advanced, 1 Processor, 5 Years	DIR-TSO-3763-R	16.00	EACH	\$2,073.75	\$33,180.00
76	993-5619: Thank you for choosing Dell	DIR-TSO-3763-R	1.00	EACH	\$0.00	\$0.00
77	848-9026: Onsite Residency for HyperConverged Infrastructure, 5 Days for 1 Week	DIR-TSO-3763-R	2.00	EACH	\$0.00	\$0.00

Bryan Langley, City Manager
City of Burleson, Texas

Total Weight (EACH):	0	Sales Total:	\$602,511.28
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$602,511.28

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GTS Technology Solutions, Inc
Austin, TX United States

Certificate Number:
2023-1004919

Date Filed:
04/10/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

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.

DIR-TSO-4299
VXRail, Switches, Rack & UPS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grant, Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

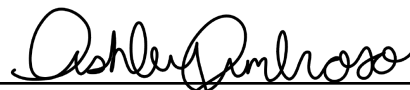
6 UNSWORN DECLARATION

My name is Ashley Ambroso, and my date of birth is _____.

My address is 9211 Waterford Centre Blvd. Ste 275, Austin, TX, 78758, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 10 day of April, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)