



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #7

Discuss and consider approving a contract with
H2O Partners, Inc. for the collection of
pavement performance data for Mobility
Authority facilities

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$525,000
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description – As part of the Transportation Asset Management Plan (TAMP) implemented by Central Texas Regional Mobility Authority in 2018, pavement condition data is to be collected to support the pavement management program. This data is utilized within the web-enabled Integrated GIS, Enterprise Asset Management software, VUEWorks, and is key in evaluation of routine maintenance and restoration and replacement (R&R) needs. Data is collected annually to support on-going decision making for determining the best approach to management of the pavement. This is accomplished through determining the pavement condition from the data collected, assessing risks, selecting the appropriate work activities and programming the associated costs.

Previous Actions/Brief History of the Project/Program – The Central Texas Regional Mobility Authority approved the Fiscal Year 2022 Operating Budget on June 30, 2021. The approved FY22 Operations budget had identified funds for data collection to support the Asset Management Program.

Action Requested/Staff Recommendation – Staff recommends entering into a 5-year contract with H2O Partners, Inc., providing pavement collection services through Roadway Asset Services, LLC (RAS), through the Houston-Galveston Area Council Cooperative Purchasing Program (HGACbuy). Under this proposed agreement, RAS

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 22-0XX

**APPROVING A CONTRACT WITH H2O PARTNERS, INC. FOR PAVEMENT
PERFORMANCE DATA COLLECTION ON MOBILITY AUTHORITY FACILITIES**

WHEREAS, the Mobility Authority has established a Transportation Asset Management Program to collect and record asset and pavement condition data on Mobility Authority facilities to be utilized in evaluating routine maintenance and restoration and replacement needs; and

WHEREAS, it is necessary to regularly collect pavement condition data for Mobility Authority facilities to support on-going decision making for determining the best approach to pavement management; and

WHEREAS, in accordance with Article 15 of the Mobility Authority Policy Code, purchases made through a cooperative program such as the Houston-Galveston Area Council Cooperative Purchasing Program (HGACbuy) are deemed to have satisfied Mobility Authority procurement requirements; and

WHEREAS, the Executive Director recommends entering into a contract with H2O Partners, Inc. in an amount not to exceed \$525,000 through HGACbuy for the collection of pavement condition data on Mobility Authority facilities which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves the proposed contract with H2O Partners, Inc. for the collection of pavement condition data to be utilized in evaluating routine maintenance and restoration and replacement needs on Mobility Authority facilities in an amount not to exceed \$525,000, and authorizes the Executive Director to execute the contract on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January 2022.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

@ H2O PARTNERS

January 4, 2022

Central Texas Regional Mobility Authority
300 N. IH 35, Suite 300
Austin, TX 78705

Attn: Lisa Pohlmeier
Senior Project Manager
CTRMA – Asset Management

Subject: Central Texas Regional Mobility Authority
HGACBuy Contract (No. HP08-21) for Pavement Data Collection Services

Dear Ms. Pohlmeier,

This Agreement between H2O Partners Inc., (H2O) having offices at 260 Addie Roy Road Suite 150, Austin, TX 78746, and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, having offices at 3300 North IH35, Suite 300, Austin, TX 78705 (CTRMA) is for Pavement Data Collection Services. H2O via our subcontractor, Roadway Asset Services, LLC (RAS) shall provide to Client the requested professional services as described herein the following documents attached as part of this agreement:

Attachment A: FY22 -5YR CTRMA Pavement Data Collection Scope of Work

Attachment B: HGACBuy Contract Pricing Worksheet (No. HP08-21)

Attachment C: Executed Contract between HGAC and H2O

H2O will provide monthly invoices for completed services to CTRMA.

If you have any questions, please do not hesitate to contact Melissa Trent at (512) 740-5014 or mtrent@h2opartnersusa.com.

Sincerely,



Eric Howard
Vice President

Attachment A

Central Texas Regional Mobility Authority Pavement Data Collection Services

Section I - Scope of Work:

Roadway Asset Services, LLC. (CONSULTANT) understands that the Central Texas Regional Mobility Authority (OWNER) desires to conduct a field survey of the pavement conditions on all the roadways within the CTRMA network following the general requirements of the TxDOT Pavement Management Information System (PMIS) methodology.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER:

- Mobile data collection of roadway imagery and pavement distress
- PMIS compliant pavement rating and assessment
- Provide IRI and Skid testing
- Provide data in a format compatible with the OWNER's Pavement Management System (VUEWorks)

Description of the tasks to be performed.

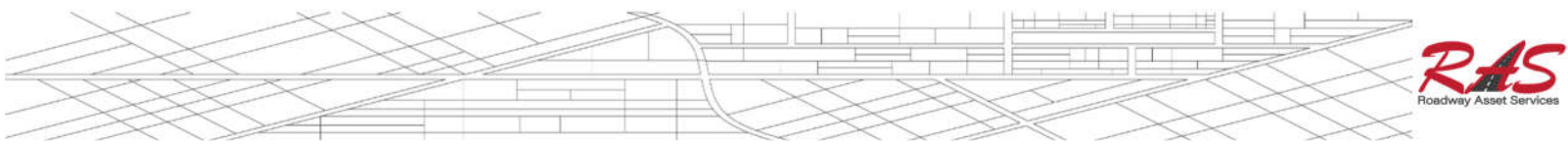
Task 1 - Project Setup

1.1 Project Initiation

The CONSULTANT understands the duration of this contract will be 5 years. Upon notice to proceed the CONSULTANT will arrange a kick-off meeting to confirm the project requirements and scheduling. The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the OWNER requirements and decisions during the meeting. CONSULTANT will request that the OWNER provide any existing database, previous inventory of pavement conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. Project communication protocol, documentation, accounting methodologies, data format, and will be confirmed during the meeting.

1.2 GIS Centerline/Data Import and Data Preparation

CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database. The OWNER maintains approximately 380 test miles of roadways, but the actual collection miles will vary each year in this contract.



Corridor	Lane Miles	
	Rigid	Flexible
183A Toll	83.56	38.1
290 Toll	47.26	
Express 1 Toll		23.48
71 Toll	4.64	2.32
45 Toll		18.25
183 Toll	67.78	
183A PHIII	25.22	
183 N	39.36	

CONSULTANT will work with the OWNER to maintain the unique identifier of each of the road segments on the OWNER road network so that the pavement database can maintain a persistent link to the GIS data. The breakdown of the estimated lane miles for data collection per OWNER fiscal year shown in the table below. The OWNER will issue notice to proceed (NTP) each collection cycle, at their sole discretion. The OWNER is not obligated to issue an NTP each fiscal year and is not limited to the frequencies and quantities shown in the table below. The work in each NTP will be paid at the applicable unit price per Exhibit A for the current HGACBuy Contract with H2O Parnters.

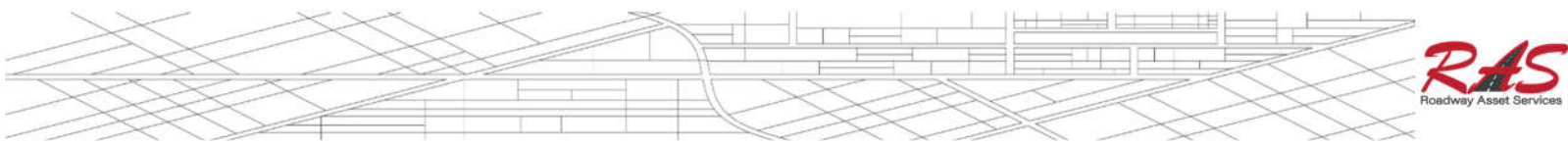
Cycle	Lane Miles
FY22	285.4
FY23	133.3
FY24	285.4
FY25	72.5
FY26	350.0

CONSULTANT will utilize the TxDOT Pavement Management Information System (PMIS) methodology for determining the Distress Score (DS) which will be combined with the IRI values to determine the Pavement Condition Score (CS). Skid resistance data will be analyzed to produce a skid number in accordance with the ASTM E-274.

CONSULTANT will provide the OWNER with a GPS “breadcrumb” file of data collection routes and image locations in WGS 1984 Web Mercator Auxiliary Sphere coordinates and access to the application to view files.

1.3 Project Management

CONSULTANT will provide project management, including coordinating and attending meetings via web meetings or in person with OWNER, data research and collection efforts as required, preparing weekly progress reports, and schedule updates. Weekly progress reports will include the total days collected and lost due to weather or mechanical issues for the current reporting period as well as cumulative totals. An exhibit displaying the roads collected and not yet collected will also be included.



CONSULTANT will report any data collection equipment problems, failures, or repairs within 24 hours to the OWNER Project Manager. Provide any information regarding equipment problems, calibration issues, equipment failures, and the ensuing solution to the OWNER Project Manager.

Task 1 Deliverables:

1. The CONSULTANT will deliver weekly progress reports and schedule updates.
2. The CONSULTANT will provide the OWNER with a centerline assessment document for review and approval.

Task 2 - Pavement Data and Image Capture

The CONSULTANT will collect roadway data and images in accordance with each NTP provided by the OWNER using a Roadway Asset Collection (RAC) vehicle in FY 2022. Not all 380 miles will be collected each cycle; the toll roads that will be collected each cycle can be seen on the table below. This collection schedule is subject to change by the OWNER.

FY22	FY23	FY24	FY25	FY26
183A Toll		183A Toll		183A Toll
290 Toll	290 Toll	290 Toll	290 Toll	290 Toll
Express 1 Toll		Express 1 Toll		Express 1 Toll
71 Toll		71 Toll		71 Toll
45 Toll	45 Toll	45 Toll		45 Toll
183 Toll	183 Toll	183 Toll		183 Toll
		183A PHIII		183A PHIII
		183 N		183 N
				MoPac S

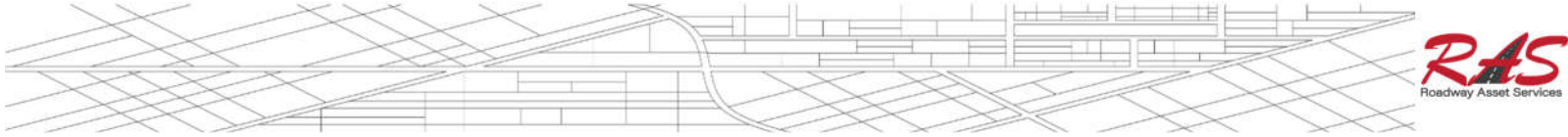
2.1 System Setup and Mobilization

CONSULTANT will work with the OWNER to review and verify that the data is ready to proceed. CONSULTANT will set up the data collection system and pavement management system so that all GIS and database system data are integrated and properly configured.

CONSULTANT will collect data on dry pavement surfaces during daylight hours (30 minutes after sunrise and 30 minutes before sunset). Data collection shall not occur when weather condition inhibits visibility, alters sensor measurements, or obscures the Right-of-Way (ROW) images.

CONSULTANT will not impede the flow of traffic at any time. Data collection will be allowed between 10:00 AM and 4:00 PM, Monday through Friday. This can be modified at OWNER’s approval.

CONSULTANT will collect ride quality and distresses data on all lanes in accordance with the shapefile provided by the OWNER. Collect skid-data resistance on all lanes as defined in each NTP in accordance with the applicable standard.



2.2 Field Data and Image Capture

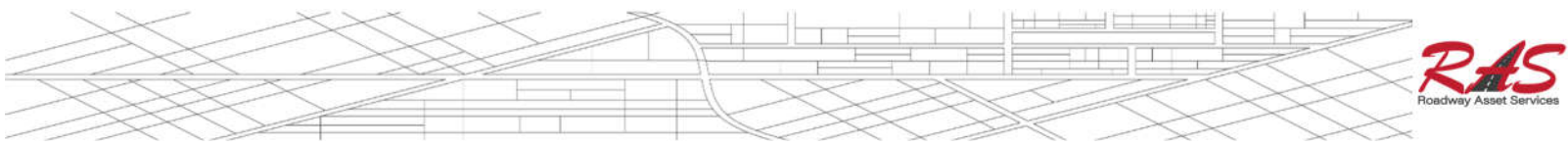
The CONSULTANT team consists of a driver and operator whom will systematically drive the automated data collection vehicle on the road segment listings provided by the OWNER. The CONSULTANT will collect pavement data on lane lines shown on the shapefile provided by the OWNER. CONSULTANT proposes to use its collection vehicle line scan camera with laser illumination and right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads, shoulders and medians will not be surveyed.



A Roadway Asset Services, LLC automated data collection vehicle

CONSULTANT will perform data field collection on paved travel lanes using a state-of-the-art International Cybernetics Corporation (ICC) data collection vehicle with following systems mounted:

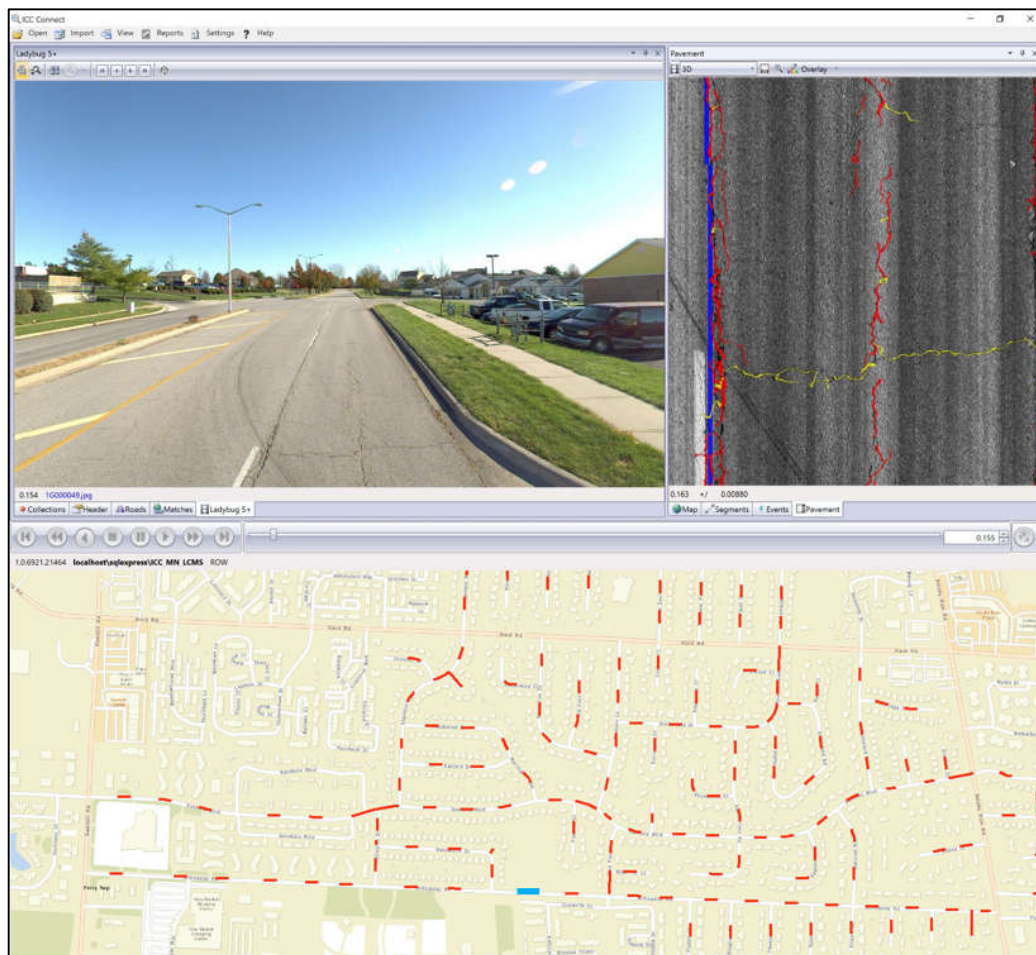
- Right-of-way georeferenced images with Ladybug 5+ camera: Forward, Left, Right, and 360-degree spherical images.
- LCMS-2 pavement 2D/3D imaging.
- Longitudinal profile with 2-line lasers (left and right wheelpaths) Distance measuring instrument (DMI) with an accuracy of +/- 0.1%.
- Differentially corrected GPS (DGPS) with an accuracy of +/- 2 feet.
- Applanix POS/LV 220 to compensate for difficult GPS conditions in urban environments.



The CONSULTANT system collects all pavement and right-of-way images, Inertial Measurement Unit (IMU), DMI and profiler data concurrently.

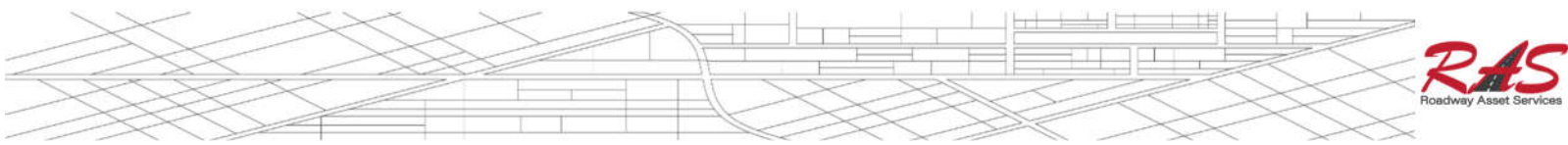
2.3 Pavement Condition Evaluation

CONSULTANT will evaluate the pavement condition survey results in accordance with TxDOT PMIS. CONSULTANT will provide 100% survey of all lanes driven using ICC Connect software to evaluate the pavement condition using automated techniques per the PMIS pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, raveling, and patching. Experienced pavement engineers will review the resultant output for accuracy and make any corrections that may be needed. ICC connect software allows the pavement and right of way imagery to be synced and the distress data to be displayed geospatially to provide another layer of quality assurance.



Pavement Condition Evaluation within ICC Connect software

The international Roughness Index (IRI) will be collected using a class 1 road surface profiler manufactured ICC. The road surface profiler meets all ASTM E-950 standards for evaluating the smoothness of pavement. The CONSULTANT will:



- 1) Maintain an Inertial Profile Vehicle Certification issued by TTI. TTI profiler certification can be found at:

<http://tti.tamu.edu/facilities/riderut/about-certification/>

- 2) Provide experienced Equipment Operators, each with a minimum of 3 years of experience within the last 5 years operating pavement data collection equipment or under direct supervision of personnel meeting these qualifications. The Authority reserves the right to review and approve the Equipment Operators resume.
- 3) Submit a list of equipment and collection methods required to perform the service. If the vendor uses multiple vehicles to collect the data, all vehicles and equipment shall employ the identical hardware and software technologies for data collection and analysis.
- 4) Submit current TTI certification documentation. No data collection will occur without current and verified certification.

Task 2 Deliverables:

1. CONSULTANT will provide Right-of-Way imagery for all segments collected in a JPEG format.
2. CONSULTANT will provide downward-facing Pavement Imagery for all segments collected.
3. CONSULTANT will provide International Roughness Index (IRI) values for each delivered road segment in accordance with Tex-1001-S.
4. CONSULTANT will provide Geodatabase of distresses containing the Type, Severity and Extent of distresses along the road segment as defined by the TxDOT PMIS methodology.
5. CONSULTANT will provide an Excel document in the format shown in Exhibit A – Data Reporting Format.

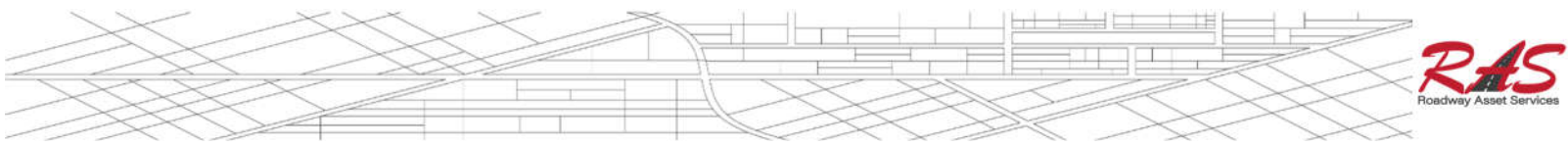
Task 3 – Pavement Data Collection Services

CONSULTANT’s Roadway Asset Collection (RAC) vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. CONSULTANT will collect pavement with the following attributes:

3.1 Pavement Condition (Line Feature) Per OWNER Geodatabase

Feature class name - Pavement_Condition

- CORRIDOR_NAME
- TRAVEL_DIRECTION
- LANE_TYPE
- PVMT_TYPE
- LANE_ID
- FROM_TRM
- TO_TRM
- COL_DATE
- PVMT_COND_SCORE
- PVMT_VIS_DISTRESS
- PVMT_RD_QUALITY



- PVMT_SKID
- RUT_LEFT
- RUT_RIGHT
- DTS_NOTES
- U_SRut
- U_DRut
- U_Patch
- U_Fail
- U_Block
- U_Alq
- U_LCrack
- U_TCrack
- U_Spall
- U_Punch
- U_ACPat
- U_PCPat
- U_Ride
- Raveling
- Flushing
- AvgCrkSpac

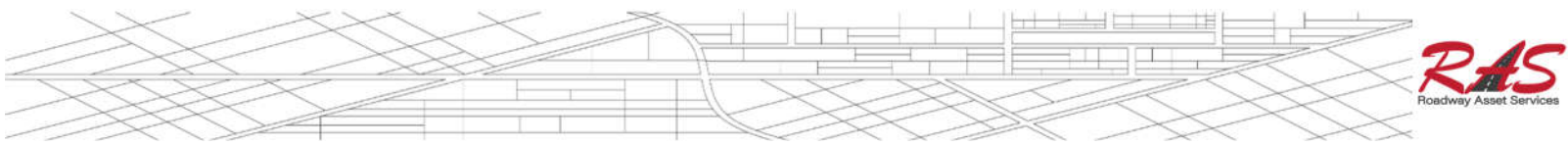
3.2 Pavement IRI (Line Feature) Per OWNER Geodatabase

Feature class name - Pavement_IRI

- CORRIDOR_NAME
- TRAVEL_DIRECTION
- LANE_TYPE
- PVMT_TYPE
- LANE_ID
- COL_DATE
- DTS_NOTES
- FROM_TRM
- TO_TRM
- IRI_LEFT
- IRI_RIGHT
- IRI_SCORE
- SKID_LEFT
- SKID_RIGHT

3.3 Rutting and Ride Quality Evaluation

CONSULTANT is very experienced with collecting and reporting Tex-1001-S data. IRI (International Roughness Index) will be collected using equipment that meets Tex-1001-S standards.



IRI Data: Profiles shall be collected in both wheel paths using inertial profile equipment according to TxDOT Test Method Tex-1001-S. All inertial profile equipment must hold a current TTI profiler certification. This certification must be submitted with the response. IRI data for both wheel paths shall be calculated and reported at a 0.1 mile interval as described in the TxDOT format in Exhibit A - Data Reporting Format.

Rutting: Rutting will be collected for both the left and right wheel paths to an accuracy of a thousand of an inch. The average rut depths over each 0.1 mile segment will be reported for both the left and right wheel paths. Rutting for each wheel path in the section will also be reported as percentages of none (0 -0.24 inch), shallow (0.25 -0.49 inch), deep (0.5 -0.99 inch), severe (1.00 -1.99 inches), and failure (≥ 2.00 inches) as described in the TxDOT format in Exhibit A - Data Reporting Format. Maximum sample interval between rut measurements is 48 inches and will be calculated and reported at a 0.1 mile interval. The transverse profile for rut determination will start and end 4 inches from the inside edges of the traffic stripes when the stripes are available.

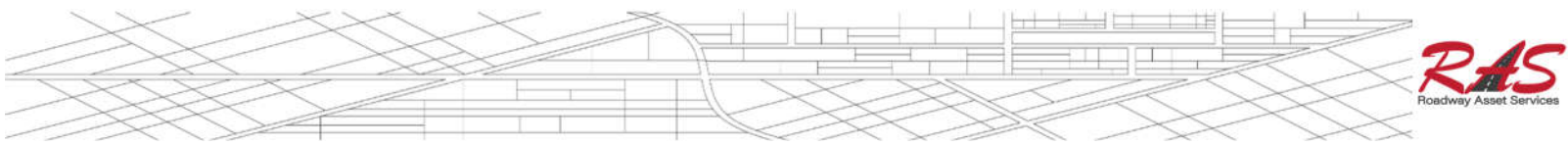
CONSULTANT's Roadway Asset Collection (RAC) vehicles will capture IRI data simultaneously with pavement distress data. CONSULTANT utilizes a surface profiling system manufactured by ICC for evaluating the smoothness of pavement. The profiler uses infrared lasers and precision accelerometers to obtain accurate and precise profile measurements at speeds up to 65 mph. CONSULTANT RAC technicians have been trained and certified by ICC for the operation of road profilers and imaging systems. The proposed RAC vehicle for this project has been certified by ICC.

3.4 Skid Resistance Data

Pavement friction testing is to be performed in accordance with ASTM E274/E274-15, Standard Test Method for Skid Resistance of Paved Surfaces Using a Full-Scale Tire and will be subcontracted by the CONSULTANT to Applied Research Associates, Inc. (ARA). Testing will be performed with ARA's pavement friction testing equipment. Skid testing will not be conducted or reported on any ramps, shoulders, medians, gores or other pavements not generally expected to be utilized at speed by the traveling public. Testing is expected to be performed at 50 mph at an interval not to exceed 0.1 miles to ensure at least one test is performed in each auditable unit. If testing at 50 mph is not possible due to traffic, geometric conditions or speed limits, data will be corrected back to 50 mph as reported as Skid Number for 50 mph with a Smooth tire (SN50S).

ARA's Skid Resistance Tester, shown at the top of the next page, was manufactured by Dynatest in 2006 and was most recently calibrated by the manufacturer in November 2021. With a 425-gallon water tank on board, ARA is able to operate at maximum testing efficiency and produce high-quality results with fewer stops required to refill the tank. ARA will test the left wheel path of the lane being tested with a standard smooth test tire.

All skid-resistance equipment must hold a current TTI certification. This certification must be submitted with the proposal. Skid-resistance data shall be calculated and reported at a 0.5 mile intervals as provided in the shape file from the OWNER for pavement segmentation. Data must be reported in an exportable, open, digital format or incorporated into the file geodatabase.





ARA's Austin-based locked wheel pavement friction tester

To ensure a safe testing environment for both ARA and the traveling public, a chase protection vehicle with a flashing warning light is necessary while testing during daytime operation. ARA understands OWNER maintenance crews may be able to provide this protection vehicle during testing but has supplied a line-item estimate for this service should a third-party traffic control provider be required.

Additionally, ARA understands OWNER will be able to provide ARA with access to water for testing. At 50 mph, a full tank of water is required to conduct approximately 175-325 tests. The in-truck tank may be filled from a dedicated water truck, a local fire hydrant, or a hose (preferable 1.5" or larger). If a hydrant is to be used, OWNER will need to provide all necessary meters or back-flow preventers as required by the local water agencies. (ARA will provide a hydrant wrench and all necessary hose adapters.)

For safety reason due to the testing at speeds likely well below the prevailing speed of traffic, all friction testing will be conducted during overnight hours.

Task 3 Deliverables:

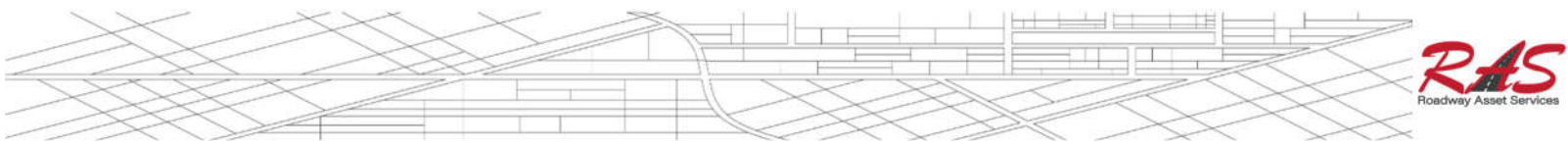
- CONSULTANT will deliver Skid Number (SN) for each test location as identified above in a GIS file geodatabase.
- CONSULTANT will provide an Excel document in the format shown in Exhibit A – Data Reporting Format.
- ARA will produce a report detailing collection efforts, results for skid data analysis, and abnormal occurrences encountered during testing operations.

Task 4 Pavement Final Report

CONSULTANT will deliver a Final Pavement Condition Index Report for the project including:

- Executive Summary.
- Project methodology and pavement data.
- Pavement condition by road segment as defined by the TxDOT PMIS methodology and OWNER provided geodatabase and shapefile.
- Exhibits showing pavement condition, IRI results, skid results, lane, and pavement type.

Task 4 Deliverables:



1. CONSULTANT will deliver a Final Pavement Condition Report as defined by the TxDOT PMIS methodology.

Task 5 Quality Assurance and Quality Control

The CONSULTANT will perform quality assurance and quality control on all data collected.

CONSULTANT has a proven Quality Assurance (QA)/Quality Control (QC) procedure for all mobile data collection projects. CONSULTANTS QC procedures begin with the collection vehicle collection process.

The technician will check each camera's exposure rate, image quality and GPS and IMU operation to ensure the data collection system is recording the image, GPS, DMI and IMU data and that the GPS location is within the stated project tolerance. Each collection day's calibration collection will be documented in the collection logbook. The collection logbook also contains information such as date, location, technician and drivers name, any issue that developed during the collection day and DMI calibration runs. CONSULTANT will maintain a Microsoft Access database of any collection or other project issues. All project team personnel including OWNER personnel will have access to the database to log comments, check the status of issues and have one central repository to track project issues and resolutions. The OWNER will provide the location of the central repository.

During image collection, the technician reviews the images collected on-screen as they are collected and any issue with image clarity requires the collection run to end and the image quality issue to be resolved. Once resolved, the collection run begins from the beginning for the road segment collected. The technician also monitors GPS reception during collection. If GPS reception is lost (measured using PDOP – positional dilution of precision), the technician stops the collection and resolves the GPS reception issue. Collection begins again once the GPS reception issue is resolved. All issues resulting in the collection run being stopped will be recorded in the collection logbook along with the resolution.

With a completed collection drive delivered to CONSULTANT offices, images are post processed and provided to the image QC Officer who will perform quality control checks on each delivery provided. The QC Officer will visually review the collection routes for image quality. All collection runs that are considered of low quality will be marked for recollection before the data collection vehicle(s) is allowed to demobilize.

Additionally, CONSULTANT will provide independent quality checks via field verification to confirm accuracy of automated data collection.

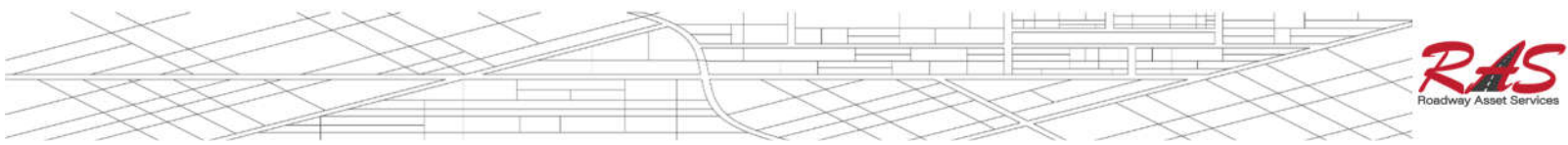
TASK 5 Deliverables:

- CONSULTANT will perform field verification of pavement condition scores with OWNER staff to answer questions and resolve discrepancies in data and field observations.

Acceptance Criteria

The results of the data collection shall be quality checked for rating consistency by CONSULTANT to ensure the accuracy and quality of deliverables. Additionally, deliverables will be checked for missing and/or duplicate assets. A 97% accuracy rate is expected, and Quality Control checks will be based on the batch/sample size of the delivery (see Table A below to determine sample size for the appropriate accuracy rate).

For any measurement that is needed it must be accurate to the nearest foot. If the data has more errors



than allowable the set of data will be corrected. This process will be repeated until each set of data is within the allowable limits.

Method of measurement of acceptable quality level (AQL)

Each attribute captured for an asset counts as one unit of measure. Each physical measurement required for an asset location counts as one attribute or unit of measure. The following location information also counts as an attribute or unit of measure for each asset: Physical presence (when captured as per source = correct, not captured or missed = incorrect) In the event of a duplicate capture of an asset, the total number of attributes or units of measure for the duplicate asset(s) will be deducted from the total units of the sample set, and one error or unit of measure (incorrect physical presence) is charged.

Batch size			Sample Size (Normal)	Acceptance Rate (%)				
				99.0	98.5	97.5	96.0	93.5
2	to	8	2	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
9	to	15	3	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
16	to	25	5	≤ 0	≤ 0	≤ 0	≤ 0	≤ 1
26	to	50	8	≤ 0	≤ 0	≤ 0	≤ 1	≤ 1
51	to	90	13	≤ 0	≤ 0	≤ 1	≤ 1	≤ 2
91	to	150	20	≤ 0	≤ 1	≤ 1	≤ 2	≤ 3
151	to	280	32	≤ 1	≤ 1	≤ 2	≤ 3	≤ 5
281	to	500	50	≤ 1	≤ 2	≤ 3	≤ 5	≤ 7
501	to	1,200	80	≤ 2	≤ 3	≤ 5	≤ 7	≤ 10
1,201	to	3,200	125	≤ 3	≤ 5	≤ 7	≤ 10	≤ 14
3,201	to	10,000	200	≤ 5	≤ 7	≤ 10	≤ 14	≤ 21
10,001	to	35,000	315	≤ 7	≤ 10	≤ 14	≤ 21	≤ 21
35,001	to	150,000	500	≤ 10	≤ 14	≤ 21	≤ 21	≤ 21
150,001	to	500,000	800	≤ 14	≤ 21	≤ 21	≤ 21	≤ 21
500,001	and over		1250	≤ 21	≤ 21	≤ 21	≤ 21	≤ 21

Example: a delivery results in 100 assets – each asset has been determined to have 10 attributes to be captured (including the physical presence “attribute” for each asset) – thus total units of measure for the Batch size = 1,000 (100 x 10). Based on Table A, a Quality Control using a sample size of 80 units should be assessed for quality. With an expected accuracy of 97%, the allowable number of errors ≤ 5.

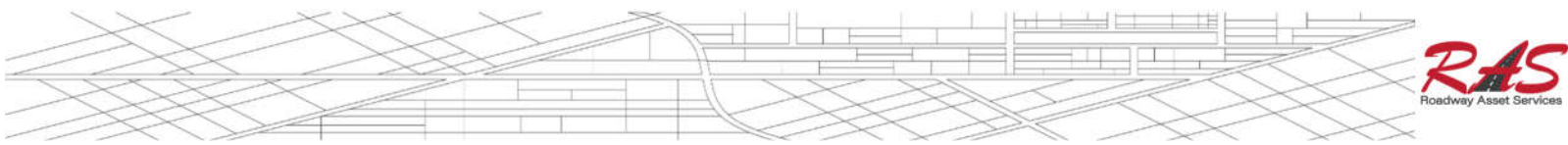


Exhibit A
Central Texas Regional Mobility Authority Pavement Data Collection Services

RIDE QUALITY REPORT OF PAVEMENT SMOOTHNESS

DATE COLLECTED: 00/00/2019 TIME COLLECTED: 00:00:00
 FILENAME: File Path
 EQUIPMENT#: XYZ123 ROADWAY: 183A
 AGENCY: CTRMA LANE ROADBED: A1
 COUNTY: WILLIAMSON BEGIN TRM: 0588+00.300

PROFILE LENGTH (MILES): 0.000
 TOTAL BUMPS/DIPS DETECTED: 000
 AVG LEFT IRI: 000.0 AVG RIGHT IRI: 000.0
 AVG IRI: 000.0

DISTANCE	TYPE	LENGTH (FEET)	ELEV (INCHES)	LAT/LONG
0.0722	DIP	2.8	-0.18	
0.1151	BUMP	0.1	0.15	
0.1186	BUMP	1	0.16	
0.1234	BUMP	2.4	0.19	
0.126	DIP	5.2	-0.22	
0.1319	BUMP	0.1	0.15	

*Notes: Bumps closer than 5 feet are not shown or counted.
 Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.1505 inches from the moving average of the profile.
 Bumps not calculated on margins of profile where filtering is tapered on and off.

DIST	PSI	IRI (L)	IRI (R)	AVG (IRI)	RUT (L)	RUT (R)	LAT/LONG
0.1	3.62	106.06	98.67	102			
0.2	2.6	166.75	173.38	170			
0.3	4.25	70.56	70.98	71			
0.4	3.62	102.46	102.53	102			
0.5	2	216.62	225.88	221			
0.6	2.25	189.41	208.14	199			
0.7	0.19	466.72	395.27	431			
0.8	3.33	124.85	113.52	119			
0.9	3.88	96.84	79.86	88			
1	4.27	70.01	69.96	70			
1.1	4.48	64.55	57.82	61			
1.2	3.42	104.39	123.49	114			
1.3	2.83	154.31	151.28	153			
1.4	3.09	128.71	140.18	134			
1.5	1.65	260.6	248.58	255			
1.6	2.97	157.75	127.29	143			
1.7	2.48	175.37	183.39	179			
1.8	3.34	128.65	109.16	119			
1.9	2.15	200.67	213.7	207			
2	2.48	175.94	182.79	179			
2.1	1.65	265.68	243.82	255			
2.2	2.91	131.81	162.98	147			
2.3	3.54	99.53	114.4	107			
2.4	3.7	99.99	95.94	98			

Exhibit A
Central Texas Regional Mobility Authority Pavement Data Collection Services

2.5	2.26	195.46	199.38	197		
2.6	2.84	158.21	145.63	152		
2.7	2.29	188.89	202.34	196		
2.8	3.55	117.04	94.83	106		
2.984	1.64	240.15	270.4	255		
AVG IRI (L):		000.0	AVG IRI (R):		000.0	AVG (IRI): 000.0

BUMPS/DIPS PER WHEELPATH

LEFT WHEELPATH

DISTANCE	TYPE	LENGTH (FEET)	ELEV (INCHES)	LAT/LONG
-----	-----	-----	-----	-----
0.0722	DIP	2.8	-0.18	
0.1151	BUMP	0.1	0.15	
0.1186	BUMP	1	0.16	
0.1234	BUMP	2.4	0.19	
0.126	DIP	5.2	-0.22	
0.1319	BUMP	0.1	0.15	

RIGHT WHEELPATH

DISTANCE	TYPE	LENGTH (FEET)	ELEV (INCHES)	LAT/LONG
-----	-----	-----	-----	-----
0.0722	DIP	2.8	-0.18	
0.1151	BUMP	0.1	0.15	
0.1186	BUMP	1	0.16	
0.1234	BUMP	2.4	0.19	
0.126	DIP	5.2	-0.22	
0.1319	BUMP	0.1	0.15	


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2022 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
286	Collect Street Network (test miles)*	80	22880
286	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	11440
30	Sr. Pavement Consultant (Hours)	275	8250
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
75	GIS Analyst - Processing (Hours)	110	8250
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 73270

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
286	TxDOT PMIS Data Conversion	25	7150
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 7150
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	10%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

0	Skid Resistance Testing	171	0
0	Optional Traffic Control	2,145	0
Subtotal C:			0
Delivery Date:		D. Total Purchase Price (A+B+C): 80420	

Attachment B


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

 Contract
 No.:

HP08-21

 Date
 Prepared:

12/13/2021

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Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2023 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
133	Collect Street Network (test miles)*	80	10640
133	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	5320
25	Sr. Pavement Consultant (Hours)	275	6875
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
35	GIS Analyst - Processing (Hours)	110	3850
	*:Based on 100% coverage of lanes driven		0
	** :Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 49135

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
133	TxDOT PMIS Data Conversion	25	3325
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 3325
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	7%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

286	Skid Resistance Testing	171	48906
4	Optional Traffic Control	2145	8580
Subtotal C:			57486
Delivery Date:		D. Total Purchase Price (A+B+C): 109946	



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2024 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
286	Collect Street Network (test miles)*	80	22880
286	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	11440
30	Sr. Pavement Consultant (Hours)	275	8250
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
75	GIS Analyst - Processing (Hours)	110	8250
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 73270

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
286	TxDOT PMIS Data Conversion	25	7150
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 7150
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	10%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

0	Skid Resistance Testing	171	0
0	Optional Traffic Control	2145	0
Subtotal C:			0

Delivery Date:

D. Total Purchase Price (A+B+C):

80420



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2025 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
73	Collect Street Network (test miles)*	80	5840
73	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	2920
20	Sr. Pavement Consultant (Hours)	275	5500
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
20	GIS Analyst - Processing (Hours)	110	2200
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 38910

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
73	TxDOT PMIS Data Conversion	25	1825
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 1825
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	5%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

0	Skid Resistance Testing	171	0
0	Optional Traffic Control	2145	0
Subtotal C:			0

Delivery Date:

D. Total Purchase Price (A+B+C):

40735


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

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Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2026 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
350	Collect Street Network (test miles)*	80	28000
350	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	14000
32	Sr. Pavement Consultant (Hours)	275	8800
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
92	GIS Analyst - Processing (Hours)	110	10120
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 83370

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
350	TxDOT PMIS Data Conversion	25	8750
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 8750
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	10%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

350	Skid Resistance Testing	170	59500
5	Optional Traffic Control	2145	10725
Subtotal C:			70225
Delivery Date:		D. Total Purchase Price (A+B+C): 162345	

HGACBuy Contract (No. HP08-21)
Central Texas Regional Mobility Authority

H2O Partners Inc.

By: _____
Name: Eric Howard Date _____
Title: Vice President

Central Texas Regional Mobility Authority

By: _____
Name: James M. Bass Date _____
Title: Executive Director

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - ID: 7252

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and H2O Partners, Inc., hereinafter referred to as the Contractor, having its principal place of business at 260 Addie Roy Road, Suite 150, Austin, TX 78746.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

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

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

H2O Partners, Inc.

Signature  0A988C0878D54DB...

Name Jo Ann Howard

Title President

Date 8/18/2021

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/23/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - 7252

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include

a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Attachment A**H2O Partners, Inc.****All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP08-21**

H2O Partners Labor Category	Hourly Rates
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00

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Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00
Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
Roadway Asset Services (RAS) Management Labor Category	Hourly Rates
Training Services	\$150.00
Data Collection Specialist	\$100.00
Database Administrator	\$120.00
Senior Database Administrator	\$150.00
GIS Technician	\$90.00
GIS Analyst	\$110.00
Senior GIS Analyst	\$150.00
Programmer I	\$100.00
Programmer II / AMS Specialist	\$150.00
Pavement Subject Matter Expert	\$275.00
Transportation Subject Matter Expert	\$200.00
Asset Management Subject Matter Expert	\$200.00
Project Manager	\$160.00
Senior Project Manager	\$200.00
Principal-in-Charge	\$300.00
Pavement Consultant	\$200.00
Senior Pavement Consultant	\$275.00
Arborist	\$200.00
Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Sensor Operator for Remote UAV	\$185.00
Visual Observer for Remote UAV	\$160.00
Roadway Asset Services (RAS) Inventory	Rates
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$80.00

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Pavement Condition Index - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Pavement Condition Index-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Pavement Condition Index - Modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$60.00
Alley inventory (unpaved) (lane mile)	\$70.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Signs (lane mile)	\$45.00
Signs, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$36.00
Sidewalks (lane mile)	\$40.00
Sidewalks, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
ADA Ramps (lane mile)	\$30.00
ADA Ramps, with no condition rating (lane mile)	\$25.00
Signals (lane mile)	\$30.00
Inlets (lane mile)	\$30.00
Curb and Gutter (lane mile)	\$45.00
Curb and Gutter, with no condition rating (lane mile)	\$35.00
Pavement Markings (lane mile)	\$30.00
Pavement Striping (lane mile)	\$40.00
Water Valves (lane mile)	\$25.00
Control/vault boxes (lane mile)	\$25.00
Backflow and backflow enclosures (lane mile)	\$25.00
Fire Hydrants (lane mile)	\$25.00
Manholes (lane mile)	\$25.00
Street Lights (lane mile)	\$30.00
Transformers (lane mile)	\$25.00
Parking Meters (lane mile)	\$25.00
Utility Poles (lane mile)	\$30.00
Meter Boxes (lane mile)	\$25.00
Street Trees, location only (no tree species information) (lane mile)	\$90.00
Retaining Walls (lane mile)	\$40.00
Mailboxes (lane mile)	\$25.00
Driveways (Drive path) (lane mile)	\$45.00
Bus Shelters (lane mile)	\$25.00
Guardrails (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards (lane mile)	\$25.00
Bikeway Bollards (lane mile)	\$20.00
Traffic Calming Devices (lane mile)	\$30.00
ITS Beacons (lane mile)	\$25.00
ITS System Cabinets (lane mile)	\$30.00
ITS Pullboxes (lane mile)	\$35.00
ITS Service Connections (lane mile)	\$30.00
ITS Poles (lane mile)	\$30.00
ITS Dynamic Message Signs (lane mile)	\$20.00
Medians (lane mile)	\$60.00
Bridge Locations (lane mile)	\$30.00
Streetscapes (lane mile)	\$60.00
Parks and Recreation Facilities (unit)	\$60.00
Trail and bike path Inventory (mile)	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00

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Onsite RAS data reviews (per day)	\$2,500.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$145.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$170.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$160.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$320.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$15,000.00
Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00