



**Connect
Transit.**

AGENDA

GCTD Board of Directors Meeting
Meeting will be in-person and Virtual
Tuesday January 25, 2022 2:00 p.m.
Texas City Administration Building
1415 33RD Street North
Texas City, TX 77590

1. Call to order.....Chairman Holmes
2. Citizens Comments.....(3Min Max) Chairman Holmes
3. Presentations.....
 - a. Jose Estrada, AT&T: discussion on communications services and equipment.
 - b. Dylan Kayne, Datis: Presentation of Datis payroll and HR software and services.
 - c. Jensine Grant, GCTD: Presentation of new GCTD website.
4. Executive Director's Report.....Sean Middleton
 - a. Operations Report.....Ted Ross
 - b. Budget Finance Report.....Sean Middleton
5. Consent Agenda.....Chairman Holmes
Consideration and approval of recommendations and acceptance of consent for individual action items (Consent Agenda items may be pulled from form this consideration for individual action or presentation.)
 - a. Review and approval of November 16, 2021 Board Minutes.

b. Review and approval of November and December Check Register.

6. Discussion Items.....Ted Ross

a. Discussion on TAPTCO training program.

b. Discussion on budget revision to TGC Continued GCTD General Planning & Operating Assistance Services Agreement. (Sean Middleton)

7. Action Items.....Chairman Holmes

a. Consider approval of the GCTD vehicle use policy.

b. Consider approval to authorize the Executive Director to enter into a vehicle maintenance services contract with M&R Fleet Services.

c. Consider approval to issue check for Reimbursement of funds to Gulf Coast Center in the amount of \$266,304.00 for Lake Jackson maintenance facility construction costs.

d. Consider approval of The Goodman Corporation work order #21-05 to provide additional materials Retesting Service for the Lake Jackson Operations and Maintenance Facility Project. Project Budget: \$11,365.00.

e. Consider approval of purchase of training software from TAPTCO amount not to exceed \$12,000.00.

f. Consider approval to authorize the Executive Director to enter into an AT&T Corporate Digital Advantage Agreement.

g. Consider approval to authorize the Executive Director to enter into a contract with Datis for payroll and HR software as a service.

h. Consider approval to issue check to The Goodman Corporation for services rendered in the amount of \$247,646.00.

8. Upcoming Board Meeting February 15, 2022, 101-C Canna Lane, Lake Jackson.

9. Adjournment.....Chairman Holmes

I hereby certify posting this Notice and Agenda at 10:00a.m. January 20,
2022 At the Galveston County Courthouse and Brazoria County Courthouse.

A handwritten signature in black ink that reads "Lisa Womack". The signature is written in a cursive style and is positioned above a solid horizontal line.

Lisa Womack, Board Secretary

"Pursuant to the Texas Government Code, Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on the agenda."

GCTD is inviting you to a scheduled Zoom meeting.

Topic: GCTD Board Meeting

Time: Jan 25, 2022 2:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86961601466?pwd=K3p5CtkMm9WMIlnSEhRcEtmcG1lUT09>

Meeting ID: 869 6160 1 466

Passcode: 296 235

One tap mobile

+1 346 248 799 ,86961601 466# ,,,,*296 235# US (Houston)

+1 408 380 968 ,86961601 466# ,,,,*296 235# US (San Jose)

Dial by your location

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+1 408 380 968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 869 6160 1 466

Passcode: 296 235

Find your local number: <https://us06web.zoom.us/j/86961601466>



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Executive Director's Report

GCTD Board of Directors Meeting

Meeting will be in-person and Virtual

Tuesday January 18, 2022 2:00 p.m.

Texas City Administration Building

1415 33RD Street North

Texas City, TX 77590

I wish to welcome you all back and hope you had a safe and happy holiday season. We have three presentations for today's meeting. Jose Estrada will discuss AT&T's communications services and equipment solutions for the District. Currently, all our hand-held devices work on 3G technology. This coming March, 3G technology will be obsolete and all service providers are discontinuing the use of 3G. As such, AT&T's solution works on the latest 5G platform which is the preferred technology for transit communications.

In October of last year, GCTD published a request for proposals (RFP) for payroll software procurement. Currently, Primepay provides our payroll services as a subcontractor to our finance and accounting software provider, Blackbaud. Primepay has not fully met our needs for payroll and HR software support. Datis's proposal was selected from three proposals submitted. Dylan Kane will provide a brief presentation on the capabilities of this software platform and we will ask you to consider approval of the Datis contract.

We have been developing a more user-friendly website that is easy for riders to use, projects a more appropriate organizational image, and includes all appropriate content. Our developer, Jensine Grant, will unveil this site and give a brief presentation on the design of the website.

We have eight action items which will be discussed at the time we ask the Board to consider the action. We look forward to working with all of you this year and expect to continue to grow and improve transit service in our communities.



GCTD

GULF COAST TRANSIT DISTRICT

OPERATIONS REPORT

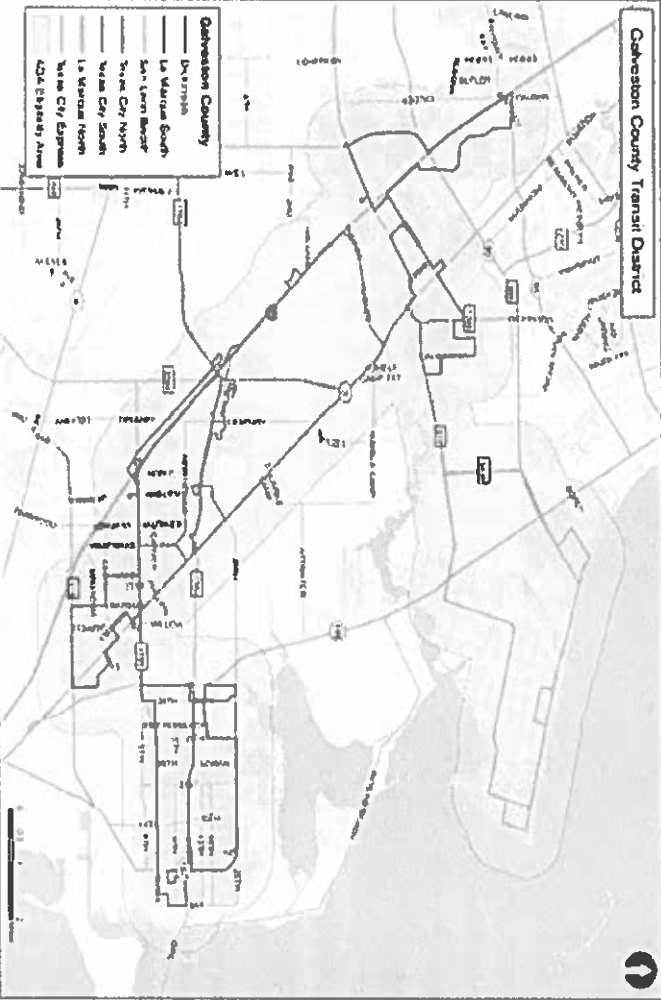
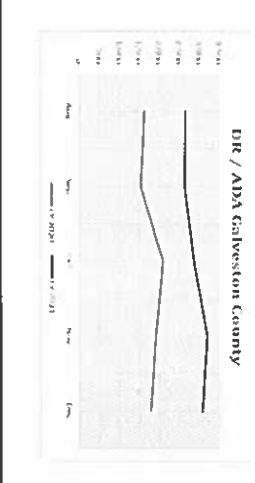
Ted Ross, Director of Operations
January 18, 2022

GALVESTON COUNTY TRANSIT DASHBOARD

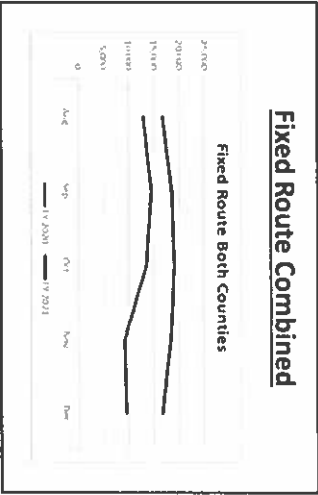
Fixed Route



Demand Response / ADA



Fixed Route Combined



Facilities Report
 Texas City Administration Building
 1415 33rd St North
 Texas City, TX

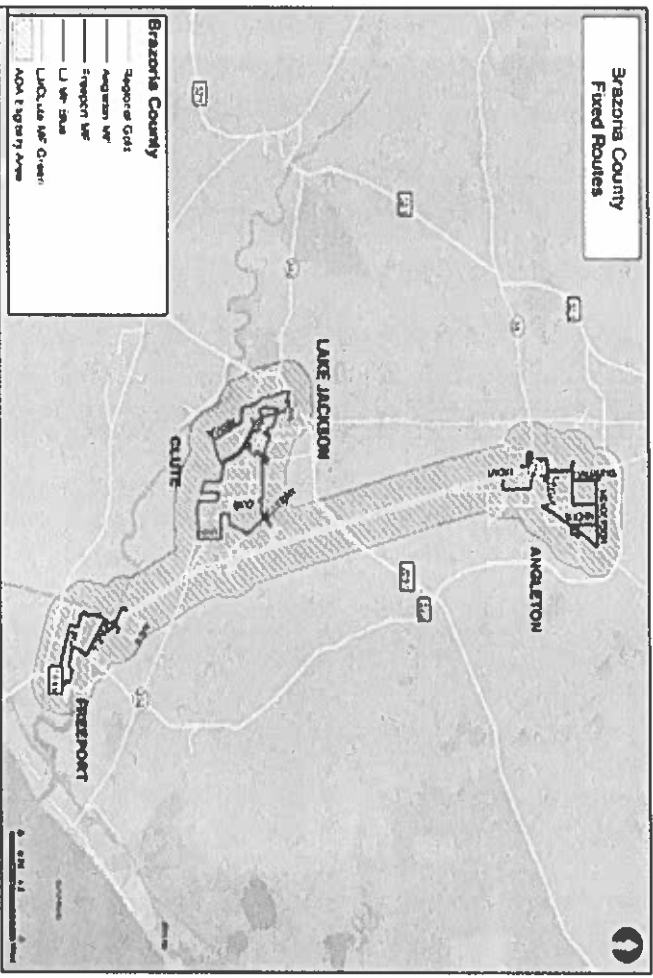
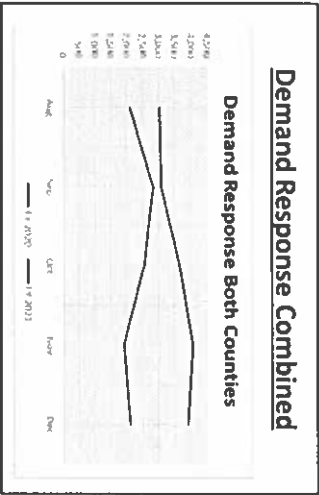
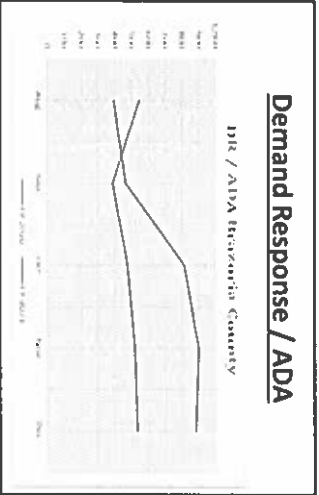
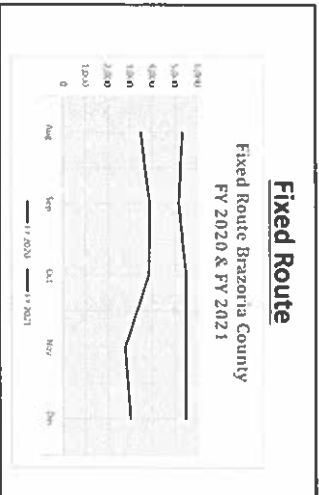
Ridership holding steady with a small decrease due to the holidays

Manning Report
 4 CDL position open
 NO Non-CDL positions open
 1 Porter position open

Fleet Report

Revenue Fleet – 15 MD Cutaway
 Revenue Van – 10 Light Van
 Revenue In Service – 22
 Revenue Out of Service – 0 PM's /
 Minor Repairs
 State of Good Repair – 90%
 7 New Arboc's Delivered Nov

BRAZORIA COUNTY TRANSIT DASHBOARD



Fleet Report

- Revenue Fleet – 10 MID Cutaway
- Revenue Van – 3 Light Van
- Revenue In Service – 12
- Revenue Out of Service – 0 PM's / Minor Repairs
- State of Good Repair – 91%

Facilities Report

Lake Jackson Maintenance Facility
 101 Canna Ln.
 Lake Jackson, Tx 77566
 Condition: New / Excellent

Operations Updates

Ridership holding steady with a slight increase in both Fixed route and para-transit

The Maintenance shop:
 Has received the last of the needed equipment and after final hook up from a electrician will be fully equip to handle all maintenance needs

Personal:
 No CDL position open.
 No Non CDL positions open.

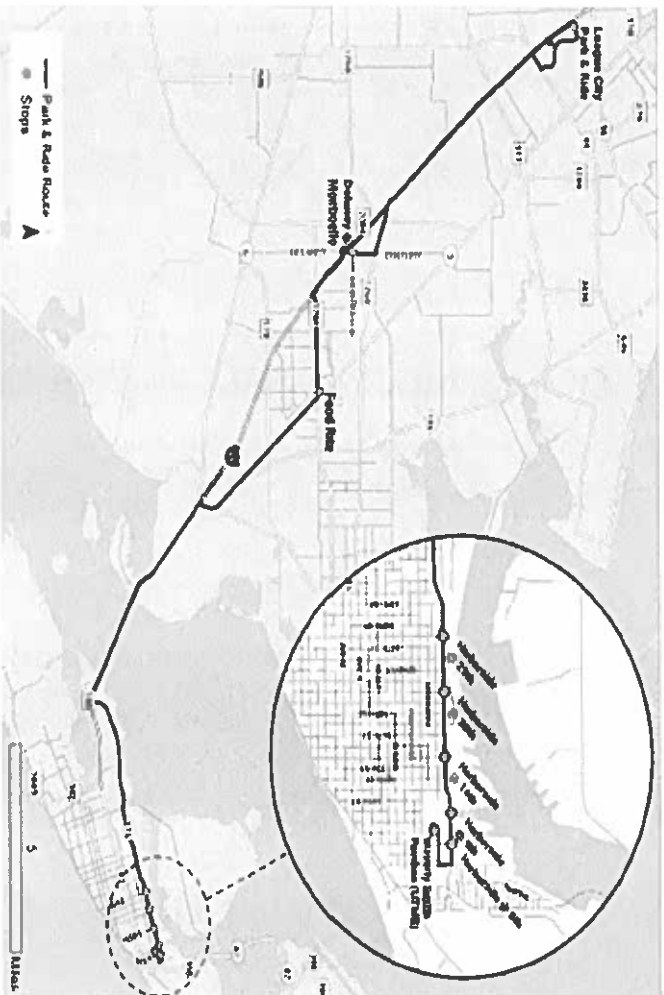
LEAGUE CITY PARK & RIDE TRANSIT DASHBOARD

Fleet Report

Revenue Fleet – 11 HD Commuter
 Revenue In Service – 8
 Revenue Out of Service – 0
 3 buses from Island Transit waiting for final wrap to be put into service
 State of Good Repair – 87.5%

Facilities Report

League City Park & Ride
 2214 Gulf Fwy S.
 League City, Tx 77573
 Condition: Excellent



Commuter Ridership



Staffing Report

- We have no vacant positions at the Park & Ride.
 Ridership had a slight decrease due to the holidays



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MEMO

gulfcoasttransitdistrict.com

1415 33rd St N
Texas City, TX 77590

T: (409) 944-4446
E: contact@gulfcoasttransitdistrict.com

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Budget and Financial Update

1. Review of November expenditure report.
2. Houston METRO 5310 (Elderly and Disabled) Application

6010	Retirement	512.99	
6020	Vehicle Parts	55.48	
6021	Vehicle Maintenance Contracts - Galveston	90,375.67	
6022	Vehicle Maintenance Contracts - Brazoria	0.00	
6024	Landscaping	4,398.97	
6032	Building Maintenance/Repair	0.00	
6045	Cleaning Supplies	0.00	
6066	Shop Supplies	6,848.32	
	Total Expenses (Preventive Maintenance)	112,365.95	

		RURAL	TCLM	LA	Transition	Difference
4	General Administration					
6002	Admin Bonus and Overtime	66.61		256.56	187.23	-
6004	Admin Salary and Wages	1,962.87		28,799.64	20,854.91	5,456.76
6005	Other Salary and Wages - Paid Absences	13.28		51.47	37.27	-
6006	Payroll Taxes	549.19		2,131.71	1,543.65	-
6007	Health	233.96		5,675.74	4,110.02	1,228.28
6008	Dental	43.74		169.79	122.95	-
6010	Retirement	119.58		2,900.91	2,100.66	627.78
6011	Uniform	209.90		814.74	589.99	-
6024	Landscaping					
6026	Alarm and Security	31.85		123.83	89.52	-
6027	Professional Services	1,416.54		5,498.35	3,961.56	-
6028	Professional Services - Legal	274.56		1,085.72	771.72	-
6030	Office Supplies	275.61		1,069.77	774.66	-
6032	Building Maintenance/Repair					
6040	Electricity					
6041	Gas/Propane	10.99		42.67	30.90	-
6042	Water					
6043	Garbage					
6044	Printing/Duplication	17.23		66.86	48.42	-
6045	Cleaning Supplies					
6050	Communications Expense	37.41		145.21	105.15	-
6064	Advertising	190.00		504.60	365.40	-
6091	Travel	39.98		155.16	112.36	-
	Total Expenses (Transit Administration)	5,399.53		49,304.73	35,703.43	7,312.84
		96,647.34		403,525.46	292,208.09	7,312.84
		94,907.96		396,773.97	287,319.08	7,312.84
						786,313.85

ACCOUNT	FISCAL YEAR 2022 LINE ITEM REVENUES AND EXPENDITURES	NOV
0	REVENUES	
	Farebox	13,379.88
	5307 Federal funds	0.00
	FTA CARES	0.00
	5311 CARES	0.00
	State Funds (Tax001)	0.00
	Other Revenues	0.00
	Sale Of Gen Fixed Assets	0.00

112,365.95

97,710.53

Total Revenues	13,379.88
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NET	(788,616.53)
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Operating 591,583.45
 PM 112,365.95
 Admin 98,047.01
 Total 801,996.41

788,313.85

	NOV
Total Transit Operation Expenses	591,583.45
A Program Income-Farebox Revenues	(13,379.88)
G Ineligible Expenses	(1,966.20)
Sub-Total Eligible Expenses	576,237.37 x
	0.00
	0.00
Harris County RIDES	0.00
5310 Funding	0.00
Federal Share	80%
Connector Federal Amount	0.00 Connector
Local Share	20%
Local Amount	0.00 ST
	0.00 GF
Sub-Total Eligible Expenses	576,237.37
Federal Grant (Operating) 50%	0.00 FED
5307 CARES/ARP (100%)	501,326.51 FED
5307 CARES - TGC	0.00
5311 State CARES	74,910.86 FED
Local Portion	0.00 Local Share
BAL	0.00

0.00

Preventive Maintenance	
Sub-Total Eligible Expenses	112,365.95 x
	0
JAC Operations 50/50	0.00 JAC
ED OPS 50/50	0.00
	0.00 ST
	0.00 Local Share
Total Cost Fleet Work order Activity for this period	0.00
E & D OPS 50/50	0.00 ED
E & D PM 80/20	0.00 ED
E & D Local Portion	0.00 GF

Remaining Eligible Expenses	112,365.95
Federal Grant Maintenance 80%	0.00
5307 FED CARES/ARP	97,780.38
5311 State CARES	14,607.57
Local Funding	0.00
Transfer Administrative	
5311 State CARES Funding	97,710.53
State Urban Funding	5,388.63
Planning (5307 CARES)	85,008.16
Rural Discretionary (Transition)	0.00
Local Funding	7,312.84
BAL	0.00

58/42 TC/U

Local Share	\$0.00
5307- Fed Operating Grants	0.00
CARES Act	599,084.89
State CARES Funds	84,907.96
STATE Urban Funding (Admin)	85,008.16
Rural Discretionary (Transition)	7,312.84
Sept Total (Cell G82)	\$786,313.85

5311 CARES
 O- 74,910.86
 M- 14,607.57
 A- 5,389.53
94,907.96

Transition
7,312.84

5307 CARES/ARP
 TXC - 347,469 ARP
 LJA - 251,616
599,085
 17,982
 76,534

Urban State
 TXC - 49,304.73
 LJA - 35,703.43
85,008.16

Gulf Coast Transit District Income Statement

Actual
11/01/2021
11/30/2021

Expenses

1-6001-00-1	Operator Salaries	\$136,725.87
1-6002-00-1	Operator Bonus and Overtime	\$27,142.12
1-6003-00-1	Operator Paid Absences	\$4,581.00
1-6006-00-1	Payroll Taxes	\$12,423.90
1-6007-00-1	Health,	\$35,573.58
1-6008-00-1	Dental	\$1,773.11
1-6010-00-1	Retirement	\$13,909.27
1-6011-00-1	Uniforms	\$744.54
1-6027-00-1	Professional Services	\$49,822.79
1-6028-00-1	Professional Services - Legal	\$2,160.00
1-6030-00-1	Office Supplies	\$1,740.23
1-6032-00-1	Building Maintenance/Repair	\$119.88
1-6035-00-1	IT Purchases Under \$5,000	\$10,378.32
1-6040-00-1	Electricity	\$2,350.19
1-6042-00-1	Water	\$213.95
1-6045-00-1	Cleaning Supplies	\$465.41
1-6046-00-1	Signage	\$7,244.00
1-6050-00-1	Communications Expense	\$4,146.54
1-6060-00-1	Vehicle Licensing and Registration	\$62,181.28
1-6061-00-1	Vehicle Insurance	\$63,881.00
1-6062-00-1	Vehicle Fuel	\$119,820.26
1-6063-00-1	Vehicle Oil/Lubricant	\$60.47
1-6065-00-1	Drug Testing/Physicals	\$2,177.94
1-6093-00-1	Subscriptions	\$4,849.00
1-6998-00-1	Miscellaneous - Not Eligible	\$193.09
1-6999-00-1	Miscellaneous - Eligible	\$26,905.71
	Totals for Function Code(s) 1 - Operating:	<u>\$591,583.45</u>
1-6001-00-2	Operator Salaries	\$8,656.00
	Totals for Function Code(s) 2 - Vehicle Maintenance:	<u>\$8,656.00</u>

Gulf Coast Transit District Income Statement

	Actual
	11/01/2021
	11/30/2021
1-6002-00-2 Operator Bonus and Overtime	\$654.90
Totals for Function Code(s) 2 - Vehicle Maintenance:	\$654.90
1-6003-00-2 Operator Paid Absences	\$180.00
Totals for Function Code(s) 2 - Vehicle Maintenance:	\$180.00
1-6006-00-2 Payroll Taxes	\$683.62
Totals for Function Code(s) 2 - Vehicle Maintenance:	\$683.62
1-6010-00-2 Retirement	\$512.99
Totals for Function Code(s) 2 - Vehicle Maintenance:	\$512.99
1-6020-00-2 Vehicle Parts	\$55.48
1-6021-00-2 Vehicle Maintenance Contracts - Galveston	\$90,375.67
Totals for Function Code(s) 2 - Vehicle Maintenance:	\$90,431.15
1-6024-00-2 Landscaping	\$4,398.97
Totals for Function Code(s) 2 - Vehicle Maintenance:	\$4,398.97
1-6066-00-2 Shop Supplies	\$6,848.32
Totals for Function Code(s) 2 - Vehicle Maintenance:	\$6,848.32
1-6002-00-4 Operator Bonus and Overtime	\$512.40
1-6004-00-4 Admin Salary and Wages (1099s Included)	\$57,074.20
1-6005-00-4 Admin Salary and Wages - Paid Absences	\$102.00
1-6006-00-4 Payroll Taxes	\$4,224.55
1-6007-00-4 Health,	\$11,247.99
1-6008-00-4 Dental	\$336.48
1-6010-00-4 Retirement	\$5,748.93
1-6011-00-4 Uniforms	\$1,614.63
1-6026-00-4 Alarm and Security	\$245.00
1-6027-00-4 Professional Services	\$10,896.45
1-6028-00-4 Professional Services - Legal	\$2,112.00
1-6030-00-4 Office Supplies	\$2,120.04

Gulf Coast Transit District Income Statement

	Actual 11/01/2021 11/30/2021
1-6041-00-4 Gas/Propane	\$84.57
1-6044-00-4 Printing/Duplication	\$132.50
1-6050-00-4 Communications Expense	\$287.77
1-6064-00-4 Advertising	\$1,000.00
1-6091-00-4 Travel	\$307.50
Totals for Function Code(s) 4 - General Administration:	\$98,047.01
Total Expenses	\$801,996.41

BEGINNING FUND BALANCE	\$0.00
NET SURPLUS/(DEFICIT)	(\$801,996.41)
ENDING FUND BALANCE	(\$801,996.41)

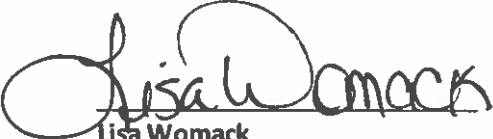


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**November 16, 2021
Board Meeting Minutes**

1. **Call to order:** Quorum was established at 2:16 p.m. Vice Chairman Payne opened the meeting. Following Board Members were present: Dude Payne, Chris Whittaker, Neal Bess Jr, Rick Elizondo, Modesto Munos, David Jordan, Gerald Roznovsky, CJ Snipes, Tim Kelty,
2. **Citizens Comments:** none
3. **Executive Directors report:** none
 - ❖ **Operations Report:** Ted Ross spoke about ridership in all Counties is holding steady. safety/training manager has been hired. Galveston County has 3 CDL Positions open two interviews are scheduled for this week. All non-CDL positions have been filled. Brazoria County had three CDL positions available while all non-CDL positions are full. Park and Ride has no positions available.
 - ❖ **Budget and Finance Report:** Nathan spoke on GCTD Fiscal year 2022 line-item reviews and expenditures. Nathan also spoke on the approval of the check register for October.
4. **Consent Agenda:**
 - a. Review and approval of October 19, 2021 Board minutes on motion by Gerald Roznovsky, seconded by Neal Bess Jr., the board voted to approve October Board minutes the motion carried with all members voting in favor.
 - b. Review and approval of October check register: on motion by Gerald Roznovsky, seconded by Neal Bess Jr., the board voted to approve the October check register the motion carried with all members voting in favor.
5. **Action Items:**
 - a. Consider approval of checks for services rendered to The Goodman Corporation in the amount of \$77,250.00 and \$46,621.50 On motion by Dude Payne, seconded by CJ Snipes, the board voted to approve checks to The Goodman Corporation for services rendered in the amount of \$77,250.00 and \$46,621.50 the motion carried with all members voting in favor.
 - b. Consider approval of Interlocal Agreement between The City of Pearland and GCTD on motion by Dude Payne, seconded by David Jordan, the board voted to approve the Interlocal Agreement between The City of Pearland and GCTD the motion carried with all members voting in favor.
 - c. Consider approval of GCTD Advertising Policy and Regulations on motion by David Jordan, seconded by Neal Bess Jr., the board voted to approve the Advertising and Regulations Policy the motion carried with all member voting in favor.

- d. Consider approval to skip December board meeting and have meeting in January due to holidays on motion by Chris Whittaker, seconded by CJ Snipes the board voted to approve to skip December board meeting and have meeting in January due to holidays the motion carried with all member voting in favor.
6. **Adjournment:** Ther being no further business to bring before the Board of Directors the meeting was adjourned at 2:38 p.m.
7. Next Board of Directors meeting will be in-person at 1314 33rd St N Texas City January 18, 2022.


Lisa Womack
Secretary to the Board of Directors

Stephen Holmes
Chairman to the board of directors

GCTD Take Home Vehicle Use Policy

The purpose of this policy is to provide direction for the use of GCTD owned vehicles when a vehicle is to be taken home by authorized employees and to provide a means to determine if employees need a take-home vehicle to perform their jobs effectively. Under some circumstances, it may serve a business need to allow employees to take home GCTD owned vehicles. An example would be to serve a business need by providing an economic benefit to GCTD, by allowing employees, by reasons of their job, to take home a vehicle when they use a GCTD vehicle to perform their job responsibilities and neither report to a set office or worksite at the beginning of a day nor return to a set office or worksite at the end of a workday and that the benefit of the use of a take-home vehicle serves a business purpose.

It is the policy of GCTD that all employees shall follow these procedures for the assignment and utilization of take-home vehicles. Take-home vehicle authorizations will be based on verifiable and beneficial needs for the delivery of services for GCTD and comply with Internal Revenue Service (IRS) guidelines for employer-provided vehicles.

Definitions

- Authorized employees
Designated employee-operator of the GCTD vehicle conducting GCTD business
- GCTD business
Any authorized work or activity performed by GCTD employees conducting business for GCTD
- De minimus personal use
Infrequent and limited travel between work stops during the workday. Limited means travel of such a short distance that accounting for it is unreasonable. Examples: Stopping between two business stops for a meal, stopping at a convenience store, or to use the restroom while en-route on GCTD business
- Take-home vehicles
GCTD vehicles designated for the use of an employee in the normal performance of their duties and authorized for take-home use

Persons not involved in GCTD business will not be permitted to ride in GCTD vehicles. Transporting family members or private citizens is not permitted unless the party is involved with GCTD business. The executive director, in writing, may grant exceptions.

Authorization of the Take-Home Vehicles

- The approval for a take-home vehicle shall be to conduct GCTD business, based on business purpose and need, per IRS guidelines
- GCTD employees may be authorized a take-home vehicle only when a take-home vehicle request has been submitted to and approved by the executive director, reviewed, and

approved annually by the director of finance and administration and GCTD's risk management firm. Fleet management will retain a copy of all approved requests forward copies to Human Resources and finance

- A take-home vehicle use authorization form must be completed and approved by the employee's department director and or executive director on or before October 1st of each year. The authorization shall be for a limited time, not to exceed one year.
- If any changes to the basis for the authorization occur during the year, a new authorization form must be resubmitted and re-approved
- Department directors shall approve take-home vehicles when there is clear and convincing factual evidence, via a cost analysis, that the benefit of using a take-home vehicle serves a purpose. A copy of all documents used as a basis for authorization of a take-home vehicle shall be kept on file by fleet management for review or audit purposes
- In declared emergency events, the executive director may temporarily change vehicle usage to support GCTD operations

Economic Benefit

This type of use is limited commuting use, which is an IRS taxable benefit. This classification is appropriate when an authorized employee is frequently required to travel on GCTD business during their regular non-working hours, and it is an economic benefit to GCTD to provide a take-home vehicle rather than reimburse an employee for the use of a personal vehicle.

The break-even point

If an employee drives more than 51.58 miles per day for GCTD business, excluding commuting use, it is more cost-effective for GCTD to provide that employee a vehicle than to reimburse for the use of a personal vehicle or to pay the employee mileage. Conversely, if the employee drives less than 51.28 miles per day for GCTD business, then it is more cost-effective for GCTD to reimburse the employee for the personal use of their own vehicle with mileage expense reimbursement (rather than provide a GCTD vehicle.

Use of take-home vehicles

- Only authorized employees working within the scope and purpose of GCTD business will use GCTD vehicles
- Only authorized employees of GCTD will be permitted to operate GCTD vehicles
- Passengers in GCTD vehicles must be engaged in GCTD business. Family members who are not GCTD employees shall not be a passenger unless prior authorization is requested and received in writing
- Authorized employees that are provided a take-home vehicle are required to comply with this policy to ensure IRS rules are followed
- Only "de minimus" personal use is permitted
- No out of region travel, unless approved by the executive director in writing

- If there is doubt regarding the requirements and responsibilities of this policy, the employee must consult with their department director before using the vehicle
- Employees who are off duty for more than seven days for any reason up to and including any leave shall be required to turn in their assigned GCTD vehicle until return to regular active duty

Responsibilities

- Obtain approval for a take-home vehicle
- Vehicle operators maintain a current driver's license for the class of vehicle they are assigned to operate
- Vehicles are maintained per GCTD fleet management procedures.
- Notify the director of operations and assets and Human Resources of any changes in their driver's license status or obtainment of any traffic citations received while operating a vehicle
- Comply with all federal, state, and local laws relative to the operation of a vehicle
- Refrain from distracted driving, such as: using handheld electronic or communication devices while operating the vehicle. The use of vehicle-mounted radios and hands-free devices is allowed but not encouraged. Employees must not engage in any activity that would take their attention from operating the vehicles safely
- Report all accidents, incidents, and citations regardless of how minor the incident
- Do not drive while under the influence of alcohol, prescription medicines that warn against operating a vehicle, sleepiness, or illegal drugs
- Maintain the take-home vehicle authorization form with up-to-date information, if any changes occur during the term of the vehicle authorization
- Do not use or allow the use of tobacco products in a GCTD vehicle
- Obey all city, county, state, and federal laws up to and including vehicle operation
- Pre-and post-trip inspections are the responsibility of the driver
- Report any maintenance concerns to fleet management
- Cleanliness inside and outside of the vehicle is the responsibility of the driver; vehicles may be inspected at any time for any reason by a GCTD director or the executive director
- EZ-tags, toll tags, tolls, and parking are the responsibility of the driver, and only valid charges for GCTD business will be reimbursed through an expense report

Required information for take-home vehicle authorization request

- Home and or off-hours physical address where the vehicle will be parked. Address must include a city and a county
- Total daily commute miles
 - Round trip mileage from where the vehicle is parked during off-hours to the workplace and back to the off-hours parking address
- Economic Benefit

- A detailed reason for why a personal vehicle cannot be driven to the regular workplace and a GCTD owned vehicle used for business purposes. The economic benefit reasoning shall be included in the vehicle take-home authorization request

All take-home vehicles will be subject to the IRS fringe benefit guidelines and included in your earning and benefits calculations each pay period. Take-home vehicles are not guaranteed by the presence of any title or position held. Take-home vehicles may range in size and color, and specific vehicles are not guaranteed for any reason. Take-home vehicles must be turned in upon request from any director or the executive director.

Vehicle Take-Home Authorization Request Form

The department director must fill out the first two sections of the form. The department director must have the employee sign and date the last section and submit the form to the executive director for approval. The executive director will approve or deny the request and return the form via email to the fleet manager, finance, and human resources. The department director will communicate with the employee once the request has been approved or denied.

ASSIGNMENT OF CITY VEHICLE FOR TAKE-HOME PURPOSES

EMPLOYEE NAME:

ADDRESS VEHICLE WILL BE HOUSED AT

(If the address changes at any time, you must notify the director of operations and assets and complete a new form).

Street Address:

City

State

Zip Code

VEHICLE DESCRIPTION

Year

Make

Model

Vehicle Number

Vin Number

If you are assigned a different vehicle for any reason, you are to complete a new form and submit it to the director of operations and assets.

Approval is requested for the employee named above to be assigned the described vehicle for take-home purposes as follows:

- Overnight and or on weekends on a regular basis
- Overnight and or on weekends only when on call
- Other: (Click here to enter text.

Justification for Request: Click here to enter text.

Directors Signature:

Date:

The above assignment is:

Approved

Denied

Executive Director Signature:

Executive Director Date:

I hereby acknowledge that I have been assigned the primary responsibility for the vehicle described above. I further acknowledge that I have received a copy of the policy and procedure regarding take-home vehicles and that I understand and will comply with the provisions of that policy.

Signature of Employee

Date

The form may be used electronically, and digital signatures may be collected.

CONTRACT
VEHICLE MAINTENANCE SERVICES

THIS CONTRACT is made and entered into, effective February 1, 2022, by and between **THE GULF COAST TRANSIT DISTRICT**, a political subdivision of the State of Texas created under Section 458 of the Texas Transportation Code, (the "Authority") and **M & R FLEET SERVICES, INC.**, a company licensed to do business in the State of Texas (the "Vendor").

Authority Contact: Sean Middleton, Executive Director
Telephone: 409-359-7889 or 409-500-2773
E-Mail Address: smiddleton@gulfcoasttransitdistrict.com

Services: Vehicle Maintenance Services including-Preventative Maintenance and Vehicle Towing

Contract Period: February 1, 2022 through January 31, 2025

Vendor: M&R Fleet Services, Inc.
1301 Century Blvd.
Texas City, Texas 77591
Telephone: 409-741-455

Contact Person: Shannon Williams

I. SERVICES

1. Vendor agrees to provide vehicle maintenance services, including preventive maintenance and vehicle towing, as requested by Authority. Authority will be charged a fee for services provided by Vendor, as set forth in Attachment A, which is attached hereto and incorporated herein for all purposes.
2. **THE PROVISIONS SET OUT IN ATTACHMENT A, INCLUDING VENDOR'S RESPONSE TO THE REQUEST FOR PROPOSAL AND ALL OF ITS DOCUMENTS INCLUDED WITH THE PROPOSAL PACKET UP TO AND INCLUDING THE TRANSMITTAL LETTER, GENERAL INSTRUCTIONS AND REQUIREMENTS, VEHICLE MAINTENANCE WORK REQUIREMENTS, COSTS, FORMS, ADDENDA, CERTIFICATIONS, ETC. ARE CONSIDERED PART OF THIS CONTRACT, FOR WHICH VENDOR AGREES TO COMPLY.**

11. CONTRACT AMOUNT

1. This Contract is for an amount not to exceed \$ _____, subject to annual appropriations by the GCTD Board of Directors. All payments under this Contract shall be made from current revenues available.
2. This Contract is funded in part with federal funds provided under a grant program of the Federal Transit Administration. All requirements specific to the grant are applicable. Federal Certifications and Assurances are required.

III. CONTRACT PERIOD

1. **Period of Contract:** The term of this Contract shall begin February 1, 2022 and continue for a period not to exceed three (3) years, or January 31, 2025, unless earlier terminated as provided herein. At the discretion of Authority, the contract period may be extended by up to two (2) one-year extensions. In the event Authority has not completed the subsequent regular procurement process, is still negotiating, preparing, and/or reviewing the services or vendor for renewal on the January 31, 2025 end date, this Contract shall automatically extend for an additional 30 days at the discretion of the Authority.

IV. TERMINATION

1. **Termination:** The contract may be terminated as follows:
 - a. **Termination for Convenience.** The Authority may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Authority's best interest. The Vendor shall be paid its costs, including contract close-out costs, and work performed up to the date of termination. If the Vendor has any property in its possession belonging to the Authority, the Vendor will immediately return such property to the Authority,
 - b. **Termination for Default [Breach or Cause].** The Authority or Vendor shall be deemed in default under this Contract if the Authority or Vendor, in any material respect, fails to perform, observe or comply with any of the covenants, agreements or obligations, or breaches or violates any of the representatives contained in this Contract

Before any failure of either the Authority or the Vendor shall be deemed to be in breach of this Contract, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform, of the alleged failure and shall demand the party cure the default within thirty (30) days. If the alleged failing party has not cured the default within such time, that party will be in default and this Contract shall terminate, unless the Authority and Vendor agree to extend the time for cure.

The Vendor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Authority that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the Authority, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

- c. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Vendor and its sureties for said breach or default.
- d. **No Waiver of Remedies for any Breach.** In the event that the Authority elects to waive its remedies for any breach by the Vendor of any covenant, term or condition of this Contract, such waiver by the Authority shall not limit the Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

V. INVOICING AND PAYMENT

- 1. Vendor will submit monthly invoices to Authority. Invoices must be submitted by the fifth working day of the month following the reporting period. Reports may be submitted via email to cscott@gulfcoasttransitdistrict.com and by mail to:
The Gulf Coast Transit District
1415 33rd Street North
Texas City, TX 77590
- 2. **Billing procedures.** Billing procedures shall be in accordance with the following. Vendor shall issue a monthly statement that itemizes each service invoice to Authority. All invoices shall identify services completed by:
 - 1. Invoice number (unique identifier)
 - 2. Date of service
 - 3. Vehicle identification number (last four digits only)
 - 4. Vehicle license plate number.

The statement total must equal the sum of all invoices attached to the statement.

All invoices must be signed by an employee of Authority associated with the work request.

- 3. **Payment.** Payment will be made on a monthly basis and shall be based upon the services provided by Vendor as reflected in a completed claim form or invoice approved either by the Asset Director or other person authorized to approve billing(s).

Payment for services is conditioned upon Vendor completing the documentation necessary for Authority to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet standards, reporting requirements and rules set forth by FTA, TxDOT and Authority as delineated in billing procedures above.

4. **Overpayment.** In the event Vendor receives overpayment of services provided, Vendor and Authority mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by the Chief Executive Officer or General Counsel of Authority.
5. **Franchise Tax.** If Vendor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments due to Vendor under this contract may be withheld until such delinquency is remedied.
6. **Service Appointments.** When practicable, vehicle drivers are expected to notify the Operations Manager who will make an appointment prior to service for that vehicle. Upon notification, Vendor shall indicate to the Authority the amount of time required for the service and the cost of the work based on the service level required. Vendor shall schedule work within forty-eight (48) hours of notification. Work shall be completed within four (4) hours.

Vendor shall indicate on each invoice if an appointment was made and the "Time In" and "Time Out" for each vehicle serviced.

Time may vary based on additional work that is discovered during the service work and that work done without an appointment could not be promised in the specified time period for the corresponding level of service.

7. **Utilization.** Authority does not guarantee utilization of the services to be provided under this Agreement. Vendor acknowledges that there is no warranty or guarantee that Vendor services will be utilized by any certain number of Authority vehicles. Vendor further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification.** Vendor agrees to hold the Authority harmless from any patent or similar proceedings which are based on products sold by Vendor hereunder. Vendor shall defend any such suits at its own expense and Authority shall have the right to have such litigation monitored by its own counsel. Vendor further agrees to hold harmless the Authority and all of its directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of

Vendor or Vendor's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

2. **Insurance.** Vendor shall furnish copies of all the above-described insurance policies and a certificate of insurance to Authority upon execution of this Agreement. All such insurance shall be secured and maintained with an insurance company or companies, satisfactory to Authority and shall name Authority as an additional insured. Authority may withhold payments under the terms of this Agreement until Vendor furnishes Authority copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. Vendor shall give Authority thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies

Vendor shall meet the following minimum requirements:

- a. Workers Compensation Insurance: such insurance shall be in an amount equal to the limit of liability and in the form prescribed by the laws of the State of Texas.
- b. Comprehensive General Liability Insurance: \$325,000 for bodily injury each occurrence and \$150,000 for Property Damage Liability each occurrence and in the aggregate.
- c. Automobile Liability Insurance: \$ 1 00,000 Bodily Injury Each Person, subject to a \$300,000 Bodily Injury each Accident and \$25,000 Property Damage Liability each Accident.
- d. Subcontractor's Insurance: If any part of the work is sublet, after the appropriate approval, similar insurance shall be provided by or on behalf of the subcontractor to cover its operations.

VII. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
2. **Assignment.** No service right or interest shall be assigned, or any obligation delegated, by Vendor to a subcontractor without the prior written permission of Authority.
3. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of authorized representatives of Authority and Vendor.

4. **Entire Agreement.** This Contract along with Vendor's bid submission to RFP #2021-GCTD-009 constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
5. **Additional Requirements.** If Vendor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Vendor's rights or obligations under the contract or places a significant financial burden on the Vendor, the Vendor may, upon giving sixty (60) day notice of such intention, be entitled to renegotiate the Agreement.
6. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Galveston County, Texas.
7. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Authority or Vendor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to Authority	If to Vendor
Sean Middleton, Executive Director	Shannon Williams
Gulf Coast Transit District	M&R Fleet Services, Inc.
1415 33rd St. N	1301 Century Blvd.
Texas City, TX 77590	Texas City, TX 77591
409-359-7889	409-741-4555

8. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
9. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.
10. **Authority to Bind Authority.** This Agreement is not binding upon Authority unless and until the Chief Executive Officer has executed it.
11. **Vendor's Authority.** The person or persons executing and signing this Agreement on behalf of Vendor guarantee that they have been fully authorized by Vendor to execute the Agreement and to legally bind Vendor to all the terms and provisions of the Agreement.
12. **Assignability.** Vendor agrees that this contract may be assigned by the Gulf Coast Center to a successor Transit District. In the event of such an assignment, all other provisions of this contract will remain the same.

Executed this _____ day of _____, 2022

THE GULF COAST TRANSIT DISTRICT

M&R FLEET SERVICES, INC.

By: _____
SEAN MIDDLETON
EXECUTIVE DIRECTOR

By: _____
SHANNON WILLIAMS

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF DIRECTORS OF THE GULF COAST TRANSIT DISTRICT IN OPEN MEETING ON THE 18TH DAY OF FEBRUARY 2022.

Lisa Womack
Secretary to the Board of Directors

ATTACHMENT A
SERVICES & PRICING SCHEDULE

Vendor agrees to perform "on-site" and "off-site" services in Galveston County and bill for services as indicated in its RFP Bid Submission and below:

1. Preventive Maintenance
 - a. The Preventive Maintenance (PM) Program, including all multi-point inspections, is designed to identify any potential issues that may require immediate or future attention.
 - i. For any items requiring immediate repair and/or additional service, Vendor shall submit a written quotation for review and authorization by the Authority. Vendor shall not proceed without authorization from the Authority.
 - ii. For any items requiring future repair and/or additional service, Vendor shall submit a written explanation of the item(s) and a written quotation.
 - iii. The Authority may elect to have immediate and future repairs performed by the Vendor tasked with the corresponding scheduled service that identified the need for repair or elect to have the repairs performed by another Vendor.
 - iv. Requirements for services performed by the Vendor in support of the PM Program are specified in the Vehicle Scheduled Services Checklists.
 - b. 5,000 Mile Service. Vendor shall perform the 5,000 Mile Service, as scheduled by the Authority. The service shall include, and Vendor shall document, all items on the 5,000 Mile Service Checklist.
 - c. 18,000 Mile Service. Vendor shall perform the 18,000 Mile Service, as scheduled by the Authority. The service shall include, and Vendor shall document, all items on the 18,000 Mile Service Checklist.
 - d. Wheelchair Lift Inspection/Repair Program
 - i. Vendor shall perform the Wheelchair Lift Inspection as part of the 18,000 Mile Service, as scheduled by the Authority. The service shall include, and Vendor shall document, all items in the ADA Wheelchair Lift Inspection section of the 18,000 Mile Service Checklist.
 - ii. The servicing technician/mechanic shall hold a current certificate of course completion from either Braun Company or Ricon Company for Wheelchair ADA Transit Use Wheelchair and Standee Lift Operations and Maintenance Training prior to performing work under this activity.
2. Vehicle Tire Replacement and Repair
 - a. Upon request, Vendor shall provide towing service 24-hours per day, seven (7) days per week, including holidays, in Galveston County for any vehicle. The Authority shall notify Vendor of changes to the vehicle lists.
 - i. Vendor shall respond within 90 minutes of any call for towing service.
 - ii. For safety reasons, Vendor shall be required, upon request, to transport the driver and/or passenger(s) to the destination of the disabled vehicle. Vendor shall also be required, upon request, to wait with the driver and/or passenger(s) until another vehicle picks up the driver and passenger(s).

- iii. Vendor shall maintain the necessary permits from government authorities allowing operation of towing service within the areas Vendor is contracted to provide service.
 - iv. Vendor shall disconnect drive shafts prior to towing any vehicle.
 - v. Vendor shall provide the Authority a list of contact names and phone numbers for after- hours towing service. Vendor shall update the list periodically or as changes occur and provide a copy to the Authority.
3. Services shall be provided based on the agreed upon pricing schedule indicated in this attachment for the services applicable to this contract award.

**The Gulf Coast Center
Wire Transfer Request
On-Line or 1-800-562-6732**

Email: _____
Email: _____
Logged: _____
Cathy: _____

Request:
From GCC Operating Account #740062935

Date of Request 6/22/2021

Requested By Weldong Lin

Transfer To Brookstone LP

Vendor # 2435

Repetitive # BROOKSTONE

If No Repetitive #: _____

Receiving Bank _____

Receiving Routing # _____

Account Name _____

Account # _____

Transfer Amount \$ 277,811.13

Reason for Transfer Pay Application #7-Brazoria County Facility Constructoin

Account Code 10.6030.0005.4205 ✓

_____ or "see attached"

Request Approval:
Approved By RL

Approval Date 6/23/21

Prepaid Check # 62621 **Voucher #** 114651

Request Processed:
Transfer Date 6/22/2021 ✓

Bank Personnel _____

Transfer Completed By RL

Confirmation # 210623002892



**THE GOODMAN
CORPORATION**

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

MEMO

PHONE: (713) 951-7951

THEGOODMANCORP.COM

To: Rick Elizondo, Weidong Lin – Gulf Coast Center (GCC)
Cc: Luis Diaz – GCC
 Sean Middleton – Gulf Coast Transit District (GCTD)
 John Carrara, Jim Webb, Susan Maclay, David Rodgers, Griselda Gonzales – The Goodman Corporation (TGC)
 Scott Taylor – Brookstone
From: Greg Goodman - TGC
Date: June 14, 2021
Re: Brazoria County Transit Facility Construction Project
 Pay Application #7 (May) Approval

This memo serves as notification of approval of Pay Application #7 of the Brazoria County Transit Facility Construction Project, reflecting activity from 5/1/2021 to 5/31/2021. TGC has reviewed certified payrolls to ensure adherence to the Brazoria County (Building) wage determination being used for this project (TX20200233, effective 01/03/2020). Additionally, all other information relevant to federal compliance was found to be satisfactory.

TGC approves payment to the contractor (Brookstone) for Pay Application #7. GCC is now eligible to draw down \$277,811 in federal funds in accordance to the eligible expenditures identified from this pay application.

PA	Pay Period	Total amount earned, less retainage	Federally eligible amount (rounded)	Grant ID	ALI Code
#1	11/1-11/30/20	\$152,457.90	\$121,966	TX 5311-2019-0155	11.43.01
#2	12/1-12/31/20	\$77,042.91	\$61,634	TX 5311-2019-0155	11.43.01
#3	1/1-1/31/21	\$88,671.53	\$79,937	TX 5311-2019-0155	11.43.01
#4	2/1-2/28/21	\$194,112.29	\$108,985	TX 5311-2019-0155	11.43.01
#5	3/1-3/31/21	\$835,385.66	\$835,386	TX-2020-010-00	11.43.01
#6	4/1-4/30/21	\$416,976.97	\$416,977	TX-2020-010-00	11.43.01
#7	5/1-5/31/21	\$277,811.13	\$116,113	TX-2020-010-00	11.43.01
#7	5/1-5/31/21	\$277,811.13	\$161,698	RD-2020-GCTD	11.43.01

*↑
Cur made
on pay app #8*

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 22018-07

Owner: Gulf Coast Center
 10000 Emmett F. Lowry Expressway
 Texas City, TX 77591

Project: 22010- Brazoria County Transit Facilities
 Application No.: 7
 Period To: 5/31/2021

Contractor: Brookstone, L.P.
 3715 Dacoma
 Houston, TX 77082

Contract For: Brazoria County Bus Transit

Contractor's Project No.: _____
Contract Date: 10/8/2020

Distribution to:
 Owner
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

Original Contract Sum \$2,390,000.00
 Net Change By Change Order \$50,836.00
 Contract Sum To Date \$2,440,836.00
 Total Completed and Stored To Date \$2,149,986.21

Retainage:
 5.00% of Completed Work \$107,497.91
 0.00% of Stored Material \$0.00

Total Retainage \$107,497.91
 Total Planned Less Retainage \$2,042,458.30

Less Previous Certificates For Payments \$1,764,647.20
 Current Payment Due \$277,811.10

Balance To Finish, Plus Retainage \$398,377.70

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Brookstone, L.P.

By: [Signature] Date: 06.01.2021

State of Texas County of Harris
 Subscribed and sworn to before me this 1st day of June 2021
 Notary Public
 My Commission expires July 15, 2022

NOTE: Any changes to Brookstone's payment instructions will only be made by written request from our CFO which should be authenticated by contacting our main office at 713.683.8800 to receive verbal verification of the request.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 277,811.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		Additions	Deductions
Total changes approved 1 previous month by Owner	\$50,836.00	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00	\$0.00
TOTALS	\$50,836.00	\$0.00	\$0.00
Net Changes By Change Order	\$50,836.00		

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 tabulations below, amounts are stated to the nearest dollar.
 Column I on Contracts where variable retainage for line items may apply.

Application No.: 7
 Application Date: 6/1/2021
 To: 5/31/2021
 Architect's Project No.:

Invoice #: 22010-07 Contract: 22010- Brazoria County Transit Facilities

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			D From Previous Application (D+E)	This Period In Place				
001.0000	General Conditions	264,046.00	200,674.98	31,685.52	0.00	232,360.48	31,685.52	11,617.94
001.1000	Mobilization	10,714.00	10,714.00	0.00	0.00	10,714.00	0.00	535.70
001.2000	Performance & Payment Bond	29,606.00	29,606.00	0.00	0.00	29,606.00	0.00	1,480.30
001.3000	GI Insurance	10,254.00	10,254.00	0.00	0.00	10,254.00	0.00	512.70
001.4000	Builder's Risk	30,103.00	30,103.00	0.00	0.00	30,103.00	0.00	1,505.15
002.0000	Sitework	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002.1000	Mobilization	3,694.00	3,694.00	0.00	0.00	3,694.00	0.00	184.70
002.2000	Demolition	19,926.00	19,926.00	0.00	0.00	19,926.00	0.00	896.31
002.3000	Clearing & Grubbing	11,932.00	11,932.00	0.00	0.00	11,932.00	0.00	596.60
002.4000	Stripping	7,979.00	7,979.00	0.00	0.00	7,979.00	0.00	398.95
002.5000	Building Pad	42,861.00	42,861.00	0.00	0.00	42,861.00	0.00	2,143.06
002.6000	Mass Site Grading	19,592.00	19,592.00	0.00	0.00	19,592.00	0.00	979.60
002.7000	Paving Stabilization	26,785.00	26,785.00	0.00	0.00	26,785.00	0.00	1,339.26
002.7500	Finish Grading	11,062.00	9,973.80	0.00	0.00	9,973.80	1,108.20	498.69
002.8000	Erosion Control	8,180.00	8,180.00	0.00	0.00	8,180.00	0.00	409.00
002.8500	Termite Treatment	928.00	928.00	0.00	0.00	928.00	0.00	46.40
003.0000	Asphalt Paving	9,375.00	0.00	9,375.00	0.00	9,375.00	0.00	468.75
004.0000	Site Amenities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
004.1000	Landscaping & Irrigation	41,680.00	0.00	0.00	0.00	0.00	0.00	0.00
004.2000	Pavement Markings	6,168.00	0.00	10,420.00	0.00	10,420.00	31,260.00	621.00
004.3000	Fencing	37,406.00	0.00	0.00	0.00	0.00	6,166.00	0.00
005.0000	Concrete	0.00	0.00	25,436.08	0.00	25,436.08	11,969.92	1,271.80
005.1000	Mobilization	4,716.00	0.00	0.00	0.00	0.00	0.00	0.00
005.2000	Paving	100,601.00	4,716.00	0.00	0.00	4,716.00	0.00	235.80
005.3000	Sidewalks	25,159.00	90,540.90	10,060.10	0.00	100,601.00	0.00	5,030.06
005.4000	Curbs	7,057.00	5,031.80	20,127.20	0.00	25,159.00	0.00	1,257.95
005.5000	Light Standards	1,994.00	7,057.00	0.00	0.00	7,057.00	0.00	352.85
005.6000	Site Footings	1,688.00	0.00	1,994.00	0.00	1,994.00	0.00	99.70
005.7000	Exterior Pads	1,381.00	0.00	0.00	0.00	1,688.00	0.00	84.40
005.7500	Pipe Bollards	767.00	767.00	1,381.00	0.00	1,381.00	0.00	69.05
005.8000	Spread Footings	53,444.00	53,444.00	0.00	0.00	767.00	0.00	38.35
005.8500	Pier Caps	18,863.00	18,863.00	0.00	0.00	53,444.00	0.00	2,672.20
			18,863.00	0.00	0.00	18,863.00	0.00	943.15

CONTINUATION SHEET

Application and Certification for Payment, containing contractor's signed certification is attached. (tabulations below, amounts are stated to the nearest dollar. see Column I on Contracts where variable retainage for line items may apply.)

Application No.: 7

Application Date: 6/1/2021

To: 5/31/2021

Architect's Project No.:

Contract: 22010-07 Brazoria County Transit Facilities

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
005.9000	Grade Beams	31,438.00	31,438.00		0.00	0.00	31,438.00	0.00	1,571.90
005.9500	Slab On Grade	67,271.00	67,271.00		0.00	0.00	67,271.00	0.00	3,363.55
006.0000	Masonry	11,491.00	11,491.00		0.00	0.00	11,491.00	0.00	574.55
007.0000	Structural Steel (Misc.)	0.00	0.00		0.00	0.00	0.00	0.00	0.00
007.1000	Shop Drawings	4,018.00	4,018.00		0.00	0.00	4,018.00	0.00	200.90
007.2000	Fabrication	38,253.00	38,253.00		0.00	0.00	38,253.00	0.00	1,912.66
007.3000	Erection	16,394.00	15,574.30	819.70	0.00	0.00	16,394.00	0.00	819.71
008.0000	Millwork	11,597.00	0.00	0.00	0.00	0.00	0.00	11,597.00	0.00
009.0000	Waterproofing	14,708.00	0.00	0.00	0.00	0.00	0.00	14,708.00	0.00
010.0000	Doors, Frames, Hardware	36,118.00	18,058.00	14,447.20	0.00	0.00	32,506.20	3,611.80	1,625.31
011.0000	Overhead Doors	38,987.00	0.00	0.00	0.00	0.00	0.00	38,987.00	0.00
012.0000	Glass & Glazing	13,391.00	12,051.90	1,339.10	0.00	0.00	13,391.00	0.00	668.56
013.0000	Drywall	32,857.00	11,499.95	21,357.05	0.00	0.00	32,857.00	0.00	1,642.85
014.0000	Acoustical	8,143.00	0.00	6,107.25	0.00	0.00	6,107.25	2,035.75	306.36
015.0000	Tile	3,232.00	0.00	0.00	0.00	0.00	0.00	3,232.00	0.00
016.0000	Floor Coverings	16,049.00	0.00	0.00	0.00	0.00	0.00	16,049.00	0.00
017.0000	Painting / Wall Coverings	14,927.00	0.00	13,434.30	0.00	0.00	13,434.30	1,492.70	671.72
018.0000	Specialties	21,487.00	3,223.05	0.00	0.00	0.00	3,223.05	18,263.95	161.15
019.0000	Special Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019.1000	Shop Drawings	10,263.00	10,263.00	0.00	0.00	0.00	10,263.00	0.00	513.15
019.2000	Fabrication	231,668.00	231,668.00	0.00	0.00	0.00	231,668.00	0.00	11,583.45
019.3000	Erection (Structure)	54,868.00	54,868.00	0.00	0.00	0.00	54,868.00	0.00	2,743.40
019.4000	Erection (Roof & Walls)	27,847.00	24,882.30	2,764.70	0.00	0.00	27,847.00	0.00	1,382.36
020.0000	Plumbing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
020.1000	Coordination Drawings	2,143.00	2,143.00	0.00	0.00	0.00	2,143.00	0.00	107.15
020.2000	Mobilization	3,214.00	3,214.00	0.00	0.00	0.00	3,214.00	0.00	160.71
020.3000	Plumbing Ug Materials	17,142.00	17,142.00	0.00	0.00	0.00	17,142.00	0.00	857.10
020.4000	Plumbing Ug Labor	14,999.00	14,999.00	0.00	0.00	0.00	14,999.00	0.00	749.96
020.4500	Plumbing Drains & Carriers	12,857.00	12,857.00	0.00	0.00	0.00	12,857.00	0.00	642.86
020.5000	Domestic Water Material	19,285.00	19,285.00	0.00	0.00	0.00	19,285.00	0.00	964.26
020.5500	Domestic Water Labor	22,499.00	21,374.05	0.00	0.00	0.00	21,374.05	1,124.95	1,088.71
020.6000	Sanitary W&V Material	18,214.00	18,214.00	0.00	0.00	0.00	18,214.00	0.00	910.70

CONTINUATION SHEET

Application and Certification for Payment, containing contractor's signed certification is attached. Tabulations below, amounts are stated to the nearest dollar. See Column I on Contracts where variable retainage for line items may apply.

Application No.: 7
 Application Date: 6/1/2021
 To: 5/31/2021
 Architect's Project No.:

Contract: 22010- Brazoria County Transit Facilities

Invoice #: 22010-07

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
CO001.0300	Aluminum Window Frame Color	328.00	328.00	0.00	0.00	328.00	0.00	16.40
CO001.0400	January & February - Weather De	7,765.00	7,765.00	0.00	0.00	7,765.00	0.00	388.25
CO001.0500	ASI #001 - Rebar Credit	-2,457.00	-2,457.00	0.00	0.00	-2,457.00	0.00	-122.85
CO001.0600	BAA - Mini-Split Alternate	1,943.00	1,943.00	0.00	0.00	1,943.00	0.00	97.15
CO001.0700	REVISED - ASI #001 - Foundation	16,328.00	16,328.00	0.00	0.00	16,328.00	0.00	816.40
Grand Totals		24,608,838.00	1,857,522.44	289,452.77	0.00	2,440,025.21	00.00%	948,874.24

CONTRACTOR PAYMENT REPORT FORM


Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following page.

1. Contract Number, if applicable	2. Invoice Number	3. Reporting Period	4. Contractor's Business Name	5. Contact Person	6. Address
N/A	7	From: 5/1/2021 To: 5/31/2021	Brookstone	Scott Taylor	3715 Dacoma Houston, TX 77082
7. Telephone Number	8. Date of Contract Award	9. Schedule Date of Completion	11. Current Contract Modifications	12. Total Amount Received to Date	13. Total Amount Owed
(772) 214-9481	8-Oct-20	7-Aug-21	\$50,838	\$1,764,647	\$625,353
14. Committed DBE %	15. Actual DBE Participation to date	16. Actual DBE % to Date			
	\$0	0%			

17	18	19	20	21	22	23	24
Name of (DBE) Subcontractor	Description of Work	Amount of payments made during current invoice period	Date of payments made during current invoice period	Subcontract Dollars	Amount paid to date	Percent Paid to Date	Amount of this invoice allocated to (DBE) subcontractor
		0	-		\$ -		
		0	-		\$ -		
		0	-		\$ -		
		0	-		\$ -		

(Add rows to the table, as needed, to complete this section)

By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.

Signature	Date Signed	Name and Title of Individual Completing Report
	06.01.21	Scott C. Taylor Project Manager

**The Gulf Coast Center
Wire Transfer Request
On-Line or 1-800-562-6732**

Email: _____
Email: _____
Logged: _____
Cathy: _____

Request:
From GCC Operating Account #740062935

Date of Request 7/26/2021

Requested By Weldong Lin

Transfer To Brookstone LP

Vendor # 2435

Repetitive # BROOKSTONE

If No Repetitive #:

Receiving Bank _____

Receiving Routing # _____

Account Name _____

Account # _____

Transfer Amount \$ 213,540.69

Reason for Transfer Pay Application #8-Brazoria County Facility Constructoin

Account Code 10.6030.0005.4205

_____ or "see attached"

Request Approval:
Approved By PL

Approval Date 7/26/2021

Prepaid Check # 2499 / 62741

Voucher # 119818

Request Processed:
Transfer Date 7/26/2021

Bank Personnel _____

Transfer Completed By Maria Ibarra

Confirmation # 2107 27002 497



THE GOODMAN CORPORATION

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

MEMO

PHONE: (713) 951-7951

THEGOODMANCORP.COM

To: Rick Elizondo, Weidong Lin – Gulf Coast Center (GCC)
Cc: Luis Diaz – GCC
 Sean Middleton – Gulf Coast Transit District (GCTD)
 John Carrara, Jim Webb, Wendy O’Brian, David Rodgers – The Goodman Corporation (TGC)
 Scott Taylor – Brookstone
From: Greg Goodman - TGC
Date: July 21, 2021
Re: Brazoria County Transit Facility Construction Project
 Pay Application #8 (June) Approval

This memo serves as notification of approval of Pay Application #8 of the Brazoria County Transit Facility Construction Project, reflecting activity from 6/1/2021 to 6/30/2021. TGC has reviewed certified payrolls to ensure adherence to the Brazoria County (Building) wage determination being used for this project (TX20200233, effective 01/03/2020). Additionally, all other information relevant to federal compliance was found to be satisfactory.

TGC approves payment to the contractor (Brookstone) for Pay Application #8. GCC is now eligible to draw down \$213,541 in federal funds in accordance to the eligible expenditures identified from this pay application.

PA	Pay Period	Total amount earned, less retainage	Federally eligible amount (rounded)	Grant ID	ALI Code
#1	11/1-11/30/20	\$152,457.90	\$121,966	TX 5311-2019-0155	11.43.01
#2	12/1-12/31/20	\$77,042.91	\$61,634	TX 5311-2019-0155	11.43.01
#3	1/1-1/31/21	\$88,671.53	\$79,937	TX 5311-2019-0155	11.43.01
#4	2/1-2/28/21	\$194,112.29	\$108,985	TX 5311-2019-0155	11.43.01
#5	3/1-3/31/21	\$835,385.66	\$835,386	TX-2020-010-00	11.43.01
#6	4/1-4/30/21	\$416,976.97	\$416,977	TX-2020-010-00	11.43.01
#7	5/1-5/31/21	\$277,811.13	\$151,516	TX-2020-010-00	11.43.01
#7	5/1-5/31/21	\$277,811.13	\$126,294	RD-2020-GCTD	11.43.01
#8	6/1-6/30/21	\$213,540.72	\$140,010	RD-2020-GCTD	11.43.01
#8	6/1-6/30/21	\$213,540.72	\$73,531	LKJ CARES	11.43.02

GCTD
GCTD

THE GOODMAN CORPORATION

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 22010-08

To Owner: Gulf Coast Center
10000 Emmett F. Lowry Expressway
Texas City, TX 77591

Project: 22010-Brazoria County Transit Facilities

Application No.: 8

From Contractor: Brookstone, L.P.
3715 Dacoma
Houston, TX 77092
Brazoria County Bus Transit

Via Architect: PGAL
3131 Briarpark, Suite 200
Houston TX 77042

Period To: 6/30/2021

Architect's Project No:

Distribution to:
 Owner
 Architect
 Contractor

Contract For: Brazoria County Bus Transit

Contract Date: 10/8/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum \$2,390,000.00
2. Net Change By Change Order \$50,836.00
3. Contract Sum To Date \$2,440,836.00
4. Total Completed and Stored To Date \$2,374,735.92
5. Retainage:
 - a. 5.00% of Completed Work \$118,736.93
 - b. 0.00% of Stored Material \$0.00
 Total Retainage \$118,736.93
6. Total Earned Less Retainage \$2,255,998.99
7. Less Previous Certificates For Payments \$2,042,458.30
8. Current Payment Due \$213,540.69
9. Balance To Finish, Plus Retainage \$184,837.01

CHANGE ORDER SUMMARY		
Total Changes approved to previous months by Owner:	Additions	Deductions
	\$50,836.00	\$0.00
Total Approved this Month:	\$0.00	\$0.00
	TOTALS	
Net Changes By Change Order	\$50,836.00	\$0.00
	\$50,836.00	

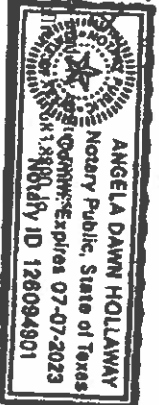
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Brookstone, L.P.

By: Seeta Patel Date: 07.02.21

State of: Texas County of: Harris

Subscribed and sworn to before me this 2nd day of July, 2021
 Notary Public Angela Dawn Hollaway
 My Commission expires 07-07-2023



NOTE: Any changes to Brookstone's pay-instructions will only from our (HO) which should be authenticated by contacting our main receive verbal verification of the request.

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 213,540.69

(Attach explanation if amount certified differs from the amount applied, initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 8
 Application Date: 7/8/2021
 To: 6/30/2021

Invoice #: 22010-08
 Contract: 22010- Brazoria County Transit Facilities
 Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)							
001.0000	General Conditions	264,046.00	232,360.48	23,764.14	0.00	0.00	256,124.62	97.00%	7,921.38	12,806.15
001.1000	Mobilization	10,714.00	10,714.00	0.00	0.00	0.00	10,714.00	100.00%	0.00	535.70
001.2000	Performance & Payment Bond	29,806.00	29,806.00	0.00	0.00	0.00	29,806.00	100.00%	0.00	1,480.30
001.3000	GI Insurance	10,254.00	10,254.00	0.00	0.00	0.00	10,254.00	100.00%	0.00	512.70
001.4000	Builder's Risk	30,103.00	30,103.00	0.00	0.00	0.00	30,103.00	100.00%	0.00	1,505.15
002.0000	Sitework	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
002.1000	Mobilization	3,694.00	3,694.00	0.00	0.00	0.00	3,694.00	100.00%	0.00	184.70
002.2000	Demolition	19,926.00	19,926.00	0.00	0.00	0.00	19,926.00	100.00%	0.00	996.31
002.3000	Clearing & Grubbing	11,932.00	11,932.00	0.00	0.00	0.00	11,932.00	100.00%	0.00	598.60
002.4000	Stripping	7,979.00	7,979.00	0.00	0.00	0.00	7,979.00	100.00%	0.00	398.95
002.5000	Building Pad	42,861.00	42,861.00	0.00	0.00	0.00	42,861.00	100.00%	0.00	2,143.06
002.6000	Mass Site Grading	19,592.00	19,592.00	0.00	0.00	0.00	19,592.00	100.00%	0.00	979.60
002.7000	Paving Stabilization	26,785.00	26,785.00	0.00	0.00	0.00	26,785.00	100.00%	0.00	1,339.26
002.7500	Finish Grading	11,082.00	9,973.80	1,108.20	0.00	0.00	11,082.00	100.00%	0.00	554.10
002.8000	Erosion Control	8,180.00	8,180.00	0.00	0.00	0.00	8,180.00	100.00%	0.00	409.00
002.8500	Termite Treatment	928.00	928.00	0.00	0.00	0.00	928.00	100.00%	0.00	46.40
003.0000	Asphalt Paving	9,375.00	9,375.00	0.00	0.00	0.00	9,375.00	100.00%	0.00	468.75
004.0000	Site Amenities	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
004.1000	Landscaping & Irrigation	41,880.00	10,420.00	20,840.00	0.00	0.00	31,260.00	75.00%	10,420.00	1,563.00
004.2000	Pavement Markings	6,166.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,166.00	0.00
004.3000	Fencing	37,406.00	25,436.08	10,099.62	0.00	0.00	35,535.70	95.00%	1,870.30	1,776.78
005.0000	Concrete	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
005.1000	Mobilization	4,716.00	4,716.00	0.00	0.00	0.00	4,716.00	100.00%	0.00	235.80
005.2000	Paving	100,601.00	100,601.00	0.00	0.00	0.00	100,601.00	100.00%	0.00	5,030.06
005.3000	Sidewalks	25,159.00	25,159.00	0.00	0.00	0.00	25,159.00	100.00%	0.00	1,257.95
005.4000	Curbs	7,057.00	7,057.00	0.00	0.00	0.00	7,057.00	100.00%	0.00	352.85
005.5000	Light Standards	1,994.00	1,994.00	0.00	0.00	0.00	1,994.00	100.00%	0.00	99.70
005.6000	Site Footings	1,688.00	1,688.00	0.00	0.00	0.00	1,688.00	100.00%	0.00	84.40
005.7000	Exterior Pads	1,381.00	1,381.00	0.00	0.00	0.00	1,381.00	100.00%	0.00	89.05
005.7500	Pipe Bollards	767.00	767.00	0.00	0.00	0.00	767.00	100.00%	0.00	38.35
005.8000	Spread Footings	53,444.00	53,444.00	0.00	0.00	0.00	53,444.00	100.00%	0.00	2,672.20
005.8500	Pier Caps	18,863.00	18,863.00	0.00	0.00	0.00	18,863.00	100.00%	0.00	943.15

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 22010-08 Contract: 22010- Brazoria County Transit Facilities

Application No.: 8
 Application Date: 7/6/2021
 To: 6/30/2021
 Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (C/I)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	Application (D+E)						
005.9000	Grade Beams	31,438.00	31,438.00	0.00	0.00	0.00	31,438.00	100.00%	0.00	1,571.90
005.9500	Slab On Grade	67,271.00	67,271.00	0.00	0.00	0.00	67,271.00	100.00%	0.00	3,363.55
006.0000	Masonry	11,491.00	11,491.00	0.00	0.00	0.00	11,491.00	100.00%	0.00	574.55
007.0000	Structural Steel (Misc.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
007.1000	Shop Drawings	4,018.00	4,018.00	0.00	0.00	0.00	4,018.00	100.00%	0.00	200.90
007.2000	Fabrication	38,253.00	38,253.00	0.00	0.00	0.00	38,253.00	100.00%	0.00	1,912.66
007.3000	Erection	16,394.00	16,394.00	0.00	0.00	0.00	16,394.00	100.00%	0.00	819.71
008.0000	Millwork	11,597.00	0.00	11,597.00	0.00	0.00	11,597.00	100.00%	0.00	579.85
009.0000	Waterproofing	14,708.00	0.00	13,972.60	0.00	0.00	13,972.60	95.00%	735.40	698.63
010.0000	Doors, Frames, Hardware	36,118.00	32,506.20	3,611.80	0.00	0.00	36,118.00	100.00%	0.00	1,805.90
011.0000	Overhead Doors	38,987.00	0.00	0.00	0.00	0.00	0.00	0.00%	38,987.00	0.00
012.0000	Glass & Glazing	13,391.00	13,391.00	0.00	0.00	0.00	13,391.00	100.00%	0.00	689.56
013.0000	Drywall	32,857.00	32,857.00	0.00	0.00	0.00	32,857.00	100.00%	0.00	1,642.85
014.0000	Acoustical	8,143.00	6,107.25	2,035.75	0.00	0.00	8,143.00	100.00%	0.00	407.15
015.0000	Tile	3,232.00	0.00	3,232.00	0.00	0.00	3,232.00	100.00%	0.00	181.80
016.0000	Floor Coverings	16,049.00	0.00	16,049.00	0.00	0.00	16,049.00	100.00%	0.00	802.45
017.0000	Painting / Wall Coverings	14,927.00	13,434.30	1,492.70	0.00	0.00	14,927.00	100.00%	0.00	746.36
018.0000	Specialties	21,487.00	3,223.05	18,263.95	0.00	0.00	21,487.00	100.00%	0.00	1,074.35
019.0000	Special Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
019.1000	Shop Drawings	10,263.00	10,263.00	0.00	0.00	0.00	10,263.00	100.00%	0.00	513.15
019.2000	Fabrication	231,669.00	231,669.00	0.00	0.00	0.00	231,669.00	100.00%	0.00	11,583.45
019.3000	Erection (Structure)	54,868.00	54,868.00	0.00	0.00	0.00	54,868.00	100.00%	0.00	2,743.40
019.4000	Erection (Roof & Walls)	27,647.00	27,647.00	0.00	0.00	0.00	27,647.00	100.00%	0.00	1,382.36
020.0000	Plumbing	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
020.1000	Coordination Drawings	2,143.00	2,143.00	0.00	0.00	0.00	2,143.00	100.00%	0.00	107.15
020.2000	Mobilization	3,214.00	3,214.00	0.00	0.00	0.00	3,214.00	100.00%	0.00	160.71
020.3000	Plumbing UG Materials	17,142.00	17,142.00	0.00	0.00	0.00	17,142.00	100.00%	0.00	857.10
020.4000	Plumbing UG Labor	14,999.00	14,999.00	0.00	0.00	0.00	14,999.00	100.00%	0.00	749.96
020.4500	Plumbing Drains & Carriers	12,857.00	12,857.00	0.00	0.00	0.00	12,857.00	100.00%	0.00	642.86
020.5000	Domestic Water Material	19,285.00	19,285.00	0.00	0.00	0.00	19,285.00	100.00%	0.00	964.26
020.5500	Domestic Water Labor	22,499.00	21,374.05	1,124.95	0.00	0.00	22,499.00	100.00%	0.00	1,124.96
020.6000	Sanitary W&V Material	18,214.00	18,214.00	0.00	0.00	0.00	18,214.00	100.00%	0.00	910.70

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column J on Contracts where variable retainage for time items may apply.

Application No.: 8
 Application Date: 7/6/2021
 To: 6/30/2021
 Invoice #: 22010-08
 Contract: 22010- Brazoria County Transit Facilities
 Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
020.6500	Sanitary W&V Labor	16,071.00	15,287.45	803.55	0.00	16,071.00	100.00%	0.00	803.56
020.7000	Comp. Air & Ng Material	10,714.00	10,178.30	535.70	0.00	10,714.00	100.00%	0.00	535.71
020.7500	Comp. Air & Ng Labor	10,714.00	10,178.30	535.70	0.00	10,714.00	100.00%	0.00	535.71
020.8000	Plumbing Fixtures	21,428.00	0.00	21,428.00	0.00	21,428.00	100.00%	0.00	1,071.40
020.8500	Plumbing Fixtures Labor	5,357.00	0.00	5,357.00	0.00	5,357.00	100.00%	0.00	267.85
020.9000	Insulation	6,268.00	5,954.60	313.40	0.00	6,268.00	100.00%	0.00	313.40
021.0000	Site Utilities	224,991.00	224,991.00	0.00	0.00	224,991.00	100.00%	0.00	11,249.55
022.0000	H.V.A.C.	108,038.00	97,234.20	10,803.80	0.00	108,038.00	100.00%	0.00	5,401.91
023.0000	Electrical & Special Systems	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
023.1000	Mobilize	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	150.00
023.2000	Temporary Power	3,005.00	3,005.00	0.00	0.00	3,005.00	100.00%	0.00	150.26
023.3000	Rough-In Labor	48,946.00	48,946.00	0.00	0.00	48,946.00	100.00%	0.00	2,447.31
023.4000	Rough-In Material	70,413.00	70,413.00	0.00	0.00	70,413.00	100.00%	0.00	3,520.65
023.5000	Fixture Labor	22,637.00	20,373.30	2,263.70	0.00	22,637.00	100.00%	0.00	1,131.88
023.6000	Fixture Material	38,455.00	36,532.25	1,922.75	0.00	38,455.00	100.00%	0.00	1,922.75
023.7000	Electrical Service Labor	33,842.00	33,842.00	0.00	0.00	33,842.00	100.00%	0.00	1,692.10
023.8000	Electrical Service Material	50,763.00	50,763.00	0.00	0.00	50,763.00	100.00%	0.00	2,538.16
024.0000	Structured Cabling	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
024.1000	Labor	7,285.00	5,828.00	1,457.00	0.00	7,285.00	100.00%	0.00	364.25
024.2000	Installation	10,928.00	8,742.40	2,185.60	0.00	10,928.00	100.00%	0.00	546.40
025.0000	Fire Alarm	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
025.1000	Labor	2,902.00	2,321.60	580.40	0.00	2,902.00	100.00%	0.00	145.10
025.2000	Installation	6,771.00	5,416.80	1,354.20	0.00	6,771.00	100.00%	0.00	338.55
026.0000	Security / Access Control	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
026.1000	Labor	13,193.00	0.00	13,193.00	0.00	13,193.00	100.00%	0.00	659.65
026.2000	Installation	30,783.00	0.00	30,783.00	0.00	30,783.00	100.00%	0.00	1,539.15
027.0000	Audio / Video System	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
027.1000	Labor	6,107.00	4,885.60	1,221.40	0.00	6,107.00	100.00%	0.00	305.35
027.2000	Installation	14,249.00	11,399.20	2,849.80	0.00	14,249.00	100.00%	0.00	712.45
CO001.0000	Owner Change Order #01	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO001.0100	December - Weather Days	19,444.00	19,444.00	0.00	0.00	19,444.00	100.00%	0.00	972.20
CO001.0200	East Drive Culvert Change	7,485.00	7,485.00	0.00	0.00	7,485.00	100.00%	0.00	374.25

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 22010-08 Contract: 22010- Brazoria County Transit Facilities

Application No.: 8
 Application Date: 7/6/2021
 To: 6/30/2021
 Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
CO001.0300	Aluminum Window Frame Color	328.00	328.00	0.00	0.00	328.00	100.00%	0.00	16.40
CO001.0400	January & February - Weather D	7,765.00	7,765.00	0.00	0.00	7,765.00	100.00%	0.00	388.25
CO001.0500	ASI #001 - Rebar Credit	-2,457.00	-2,457.00	0.00	0.00	-2,457.00	100.00%	0.00	-122.85
CO001.0600	BAA - Mini-Split Alternate	1,943.00	1,943.00	0.00	0.00	1,943.00	100.00%	0.00	97.15
CO001.0700	REVISED - ASI #001 - Foundation	16,328.00	16,328.00	0.00	0.00	16,328.00	100.00%	0.00	816.40
Grand Totals		2,440,836.00	2,149,956.21	224,779.71	0.00	2,374,735.92	97.29%	66,100.08	118,736.93



Frost
P.O. BOX 179 GALVESTON TEXAS 77553 MEMBER FDIC

FOR INFORMATION CALL
409-770-7101 OR 1-800-513-7678

STATEMENT ISSUED
06-30-2021

THE GULF COAST CENTER

Page 4 of 20

PUBLIC FUND CHECKING : ACCOUNT NO. 74 0062935 (CONTINUED)

DATE	AMOUNT	TRANSACTION	OTHER WITHDRAWALS/DEBITS DESCRIPTION
06-07	4,944.00	ACH ORIGATION DEBITS	GULF COAST CEN CORP PAY -SETT-
06-07	9,087.00	WIRE TRANSFER	FROST BANK WIRE OUT 03133
06-08	23,126.10	WIRE TRANSFER	FROST BANK WIRE OUT 02008
06-08	55,183.44	WIRE TRANSFER	FROST BANK WIRE OUT 02010
06-15	2,464.89	ACH ORIGATION DEBITS	GULF COAST CEN CONS PAY -SETT-
06-15	2,630.00	ACH ORIGATION DEBITS	GULF COAST CEN CONS PAY -SETT-
06-15	2,750.25	ACH ORIGATION DEBITS	GULF COAST CEN CONS PAY -SETT-
06-15	119,189.06	ACH ORIGATION DEBITS	GULF COAST CEN CONS PAY -SETT-
06-16	15,624.55	ELECTRONIC DEBIT	GREAT-WEST TRUST PAYMENTS 707480732945
06-16	42,423.10	ELECTRONIC DEBIT	GREAT-WEST TRUST PAYMENTS 707480732946
06-16	269,772.07	ELECTRONIC DEBIT	STATE COMPTRLR TEXNET 02550711/10615
06-23	277,811.13	WIRE TRANSFER	FROST BANK WIRE OUT 02892
06-23	400.00	ELECTRONIC DEBIT	PITNEY BOWES POSTEDGE 48608632
06-28	551.75	ACH ORIGATION DEBITS	GULF COAST CEN CONS PAY -SETT-
06-28	49,641.17	ACH ORIGATION DEBITS	GULF COAST CEN CONS PAY -SETT-
06-29	2,826.27	WIRE TRANSFER	FROST BANK WIRE OUT 03472
06-29	3,902.80	WIRE TRANSFER	FROST BANK WIRE OUT 03473

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05-28	.00	06-10	.00	06-22	.00
06-01	.00	06-11	.00	06-23	.00
06-02	.00	06-14	.00	06-24	.00
06-03	.00	06-15	.00	06-25	.00
06-04	.00	06-16	.00	06-28	.00
06-07	.00	06-17	.00	06-29	.00
06-08	.00	06-18	.00	06-30	.00
06-09	.00	06-21	.00		

Please examine your bank statement upon receipt and report any differences or irregularities on Account Agreement and other documents.



Frost
P.O. BOX 179 GALVESTON TEXAS 77553 MEMBER FDIC

FOR INFORMATION CALL
409-770-7101 OR 1-800-513-7678

STATEMENT ISSUED
07-30-2021

THE GULF COAST CENTER

Page 4 of 21

PUBLIC FUND CHECKING : ACCOUNT NO. 74 0062935 (CONTINUED)

DATE	AMOUNT	TRANSACTION	DESCRIPTION
07-01	667.13	ELECTRONIC DEBIT	CONCUR TECHNOLOG 0000323614 080200061800
07-02	5,765.26	ELECTRONIC DEBIT	VISA PAYMENT 421832XXXX9691
07-02	15,410.65	ELECTRONIC DEBIT	GREAT-WEST TRUST PAYMENTS 620018609505
07-02	42,220.16	ELECTRONIC DEBIT	GREAT-WEST TRUST PAYMENTS 620018609506
07-06	27,000.00	ACH ORIGINATION DEBITS	GULF COAST CEN CORP PAY -SETT-
07-06	1,723,135.83	ELECTRONIC DEBIT	STATE COMPTRLR TEXNET 02845874/10702
07-12	885.81	TARGET BALANCE	TRANSFER TO CHECKING ACCT 0740062927
07-13	6,978.20	ACH ORIGINATION DEBITS	GULF COAST CEN CONS PAY -SETT-
07-13	29,711.63	ACH ORIGINATION DEBITS	GULF COAST CEN CORP PAY -SETT-
07-13	91,662.70	ACH ORIGINATION DEBITS	GULF COAST CEN CORP PAY -SETT-
07-13	5,074.24	WIRE TRANSFER	FROST BANK WIRE OUT 03397
07-13	7,902.00	WIRE TRANSFER	FROST BANK WIRE OUT 03373
07-13	44,697.52	WIRE TRANSFER	FROST BANK WIRE OUT 03379
07-15	42,475.00	WIRE TRANSFER	FROST BANK WIRE OUT 03816
07-15	42,900.00	WIRE TRANSFER	FROST BANK WIRE OUT 03817
07-15	400.00	ELECTRONIC DEBIT	Pitney Purchase DIRECT DEB P8PurchasPwr
07-16	16,094.43	ELECTRONIC DEBIT	GREAT-WEST TRUST PAYMENTS 705148313668
07-16	43,879.62	ELECTRONIC DEBIT	GREAT-WEST TRUST PAYMENTS 705148313669
07-20	863.84	WIRE TRANSFER	FROST BANK WIRE OUT 03968
07-21	108.00	ELECTRONIC DEBIT	FROST BANK FIRSTPAY THE GULF COAST
07-21	915.47	ELECTRONIC DEBIT	HCTRA EFT EZTAGSTPPD 358914460
07-23	460.00	ELECTRONIC DEBIT	PITNEY BOWES POSTEDGE 48608632
07-27	2,417.00	ACH ORIGINATION DEBITS	GULF COAST CEN CONS PAY -SETT-
07-27	3,161.24	ACH ORIGINATION DEBITS	GULF COAST CEN CORP PAY -SETT-
07-27	116,154.70	ACH ORIGINATION DEBITS	GULF COAST CEN CORP PAY -SETT-
07-27	3,838.30	WIRE TRANSFER	FROST BANK WIRE OUT 02496
07-27	41,725.00	WIRE TRANSFER	FROST BANK WIRE OUT 02495
07-27	213,540.69	WIRE TRANSFER	FROST BANK WIRE OUT 02497
07-29	2,807.00	ACH ORIGINATION DEBITS	GULF COAST CEN CORP PAY -SETT-

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06-30	.00	07-13	.00	07-22	.00
07-01	.00	07-14	.00	07-23	.00
07-02	.00	07-15	.00	07-26	.00
07-06	.00	07-16	.00	07-27	.00
07-07	.00	07-19	.00	07-28	.00
07-08	.00	07-20	.00	07-29	.00
07-09	.00	07-21	.00	07-30	.00
07-12	.00				

Please examine your bank statement upon receipt and report any differences or irregularities as specified in the Account Agreement and Other Disclosures.

11/22/21, 1:09 PM

TEXAS FIRST BANK

11/22/2021 1:09 PM

Amount: \$266,304.00

Statement Description: TX DEPT OF TRANSP/INV-PAYMTS ISA 00 0000000000 00 0000000000 ZZ 17460

Posted Date: 11/22/2021

Type: Credit

Status: Pending

9/30

1-6103-00-5

To: Gulf Coast Center

1/4/2022

GULF COAST TRANSIT DISTRICT

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
GCC12072021	12/7/2021	Reimbursement of Funds	\$266,304.00	\$0.00	\$266,304.00
		Totals:	\$266,304.00	\$0.00	\$266,304.00

To: Gulf Coast Center

1/4/2022

GULF COAST TRANSIT DISTRICT

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
GCC12072021	12/7/2021	Reimbursement of Funds	\$266,304.00	\$0.00	\$266,304.00
		Totals:	\$266,304.00	\$0.00	\$266,304.00

SECURITY FEATURES INCLUDE TRUE WATERMARK AND HEAT SENSITIVE ICON

GULF COAST TRANSIT DISTRICT
 1415 33RD STREET NO.
 TEXAS CITY, TEXAS 77590
 409-945-0820

TEXAS FIRST BANK
 3232 Palmer Hwy
 Texas City, TX
 88-1025/1131

CHECK DATE

CHECK I

1/4/2022

2133

CHECK AMOUNT

\$** 266,304.00

Two hundred sixty six thousand three hundred four and 00/100 Dollars

PAY

TO THE
ORDER
OF

Gulf Coast Center
 10000 Emmett F Lowry Expy
 Suite 200
 Texas City, TX 77591

AUTHORIZED SIGNATURE

MP



**THE GOODMAN
CORPORATION**
TBPE NO. F-19990

HOUSTON:
3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN:
911 W. Anderson Lane
Suite 200
Austin, TX 78757

PHONE: (713) 951-7951

**PROJECT
SCOPE**

THEGOODMANCORP.COM

Materials Retesting Services for Lake Jackson Operations and Maintenance Facility

This scope of services reflects materials retesting activities as observations and test samples continued to fail to meet the standards for the Lake Jackson Operations and Maintenance Facility.

Task 1: Materials Retesting – Testing activities included observe work activity, take field specimen samples associated with the work observed, lab test the specimens, inspection of spread footings, grade beam and slab reinforcing steel placement for compliance with the plans and report.

Project Budget: \$11,365

AGREEMENT BY THE BOARD OF DIRECTORS OF THE GULF COAST TRANSIT DISTRICT APPROVING THE GOODMAN CORPORATION WORK ORDER #21-05 TO PROVIDE ADDITIONAL MATERIALS RETESTING SERVICES FOR THE LAKE JACKSON OPERATIONS AND MAINTENANCE FACILITY PROJECT.

WHEREAS, the Gulf Coast Center (GCC) has assigned a contract with The Goodman Corporation (TGC) to the Gulf Coast Transit District (GCTD), as of May 1st, 2020, to provide planning, finance, federal/state grant oversight, procurement, compliance, design, and construction phase services to support the GCTD.

WHEREAS, TGC is to present individual work orders for GCTD Board approval related to additional proposed services.

WHEREAS, GCTD and TGC have agreed that it is desirable to amend its existing Contract to provide additional compensation for Materials Retesting.

WHEREAS, TGC has prepared Work Order #21-05 for the additional amount of \$11,365 to support activities included in the Scope of Services.

WHEREAS, TGC Work Order #21-05 will be paid for with federal funding.

WHEREAS, all other provisions of the Contract between TGC and GCTD shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED BY THE GULF COAST TRANSIT DISTRICT BOARD OF DIRECTORS THAT THE EXECUTIVE DIRECTOR IS AUTHORIZED TO ENTER INTO WORK ORDER #21-05 WITH THE GOODMAN CORPORATION TO PROVIDE ADDITIONAL MATERIALS RETESTING SERVICES FOR THE LAKE JACKSON OPERATIONS AND MAINTENANCE FACILITY PROJECT.

APPROVED ON THIS 18TH DAY OF JANUARY 2022.

Sean Middleton
Executive Director

Worth Ferguson
Director of Finance and Administration

Stephen Holmes
Chairman

Approved as to form:

Counsel to the Gulf Coast Transit District



TAPTCO
Transit and Paratransit Company
5611 Hudson Dr. Suite 100A
Hudson, OH 44236
Tax I.D. # 26-4232260

QUOTE

Contact Name	Ted Ross	Date	10/13/2021
Account Name	Connect Transit/Gulf Coast Center	Expiration Date	11/30/2021
Mailing Address	1415 33rd St. N. Texas City, TX 77590		
Email	tross@gulfcoasttransitdistrict.com		

Product	Line Item Description	Sales Price	Quantity	Total Price
TAPTCO 2020 V2.1 Transit Operator Development Course Thumb Drive	1 Thumb Drive that includes 33 subjects and 1 Final Exam 1 Transit Large Operator Study Guide 1 Transit Performance Checklist 1 Small Study Guide 1 Classroom Trainer's Guide 1 Behind-The-Wheel Guide 1 Creating A Safety Culture Guide 2 Posters Repl	\$7,975.00	1.00	\$7,975.00
Tapco 2020 V2.1 UPGRADE Paratransit Operator Development Course Thumb Drive Kit	1 Thumb Drive that includes 29 subjects and 1 Final Exam 1 Paratransit Large Operator Study Guide 1 Paratransit Performance Checklist 1 Paratransit Small Study Guide 1 Classroom Trainer's Guide 1 Behind-The-Wheel Guide 1 Creating A Safety Culture Gu	\$2,975.00	1.00	\$2,975.00

Grand Total \$10,950.00

Invoice Additional Notes Shipping and handling are an additional charge.

If you have any questions, call 1-855-963-3900 and speak to Maureen Gaeta or Donna Pinto.

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AT&T CORPORATE DIGITAL ADVANTAGE AGREEMENT
Version 13-A

Contract Request Number: 86549398

Company Legal Name ("Customer"): GULF COAST TRANSIT DISTRICT FN
D/B/A:
Street Address: 1415 33RD ST N
City, State, Zip Code: TEXAS CITY, TX, 77590-4508
Main Telephone Number: 4099450820
Authorized Representative & Primary Contact –
Name: SEAN MIDDLETON
Email Address: smiddleton@gulfcoasttransitdistrict.com

Agreement: This AT&T Corporate Digital Advantage Agreement between Customer, on behalf of itself and as agent for its Affiliates, and AT&T Mobility National Accounts LLC ("AT&T"), on behalf of itself and as agent for the Carriers, consists of (a) this Cover Page, (b) the attached AT&T Corporate Digital Advantage Program Description (the "Program Description"), (c) the General Terms and Conditions in effect on the Effective Date and found at the Program Website ("General Terms and Conditions"), and (d) all AT&T materials incorporated by reference in the foregoing, such as applicable Attachments found at the Program Website and Sales Information, and the AT&T Acceptable Use Policy found at www.att.com/legal/terms.aup.html (collectively, the "Agreement").

Program Website: www.att.com/cda

The Agreement is for an initial term beginning on the Effective Date and continuing for TWO (2) years. At the end of this initial term, the Agreement will automatically renew for successive one (1) year terms unless either party gives the other party notice of its intent not to renew at least ninety (90) days prior to the end of the then current term. The "Effective Date" is the date Customer accepted the Agreement via AT&T's Agreement Acceptance process.

PROGRAM DESCRIPTION

1. **Service.** AT&T, through Carriers, will provide Service to Customer, its Affiliates and their respective Employees. Employees may receive Service under the Agreement as CRUs or IRUs.
2. **Corporate Digital Advantage Program Eligibility Requirements.**
 - 2.1. **Eligibility Requirements.** Customer must at all times meet the following program eligibility requirements in AT&T Markets:
 - 2.1.1. **Minimum End User Requirement.** Customer must have at least 6 End Users receiving Service at all times.
 - 2.1.2. **Minimum Revenue Requirement.** Customer must generate Service Revenue of at least \$3,000 per Term Year.
 - 2.2. **Program Components.** In the event customer fails to comply with the eligibility requirements of §2.1, Customer is no longer eligible for the Service Discount or any other program components, and AT&T may immediately discontinue provisioning all such program components in addition to pursuing any other remedies available under the Agreement.
3. **Service Discount and Monthly Volume Contribution.**
 - 3.1. **Generally.** Subject to the restrictions set forth in this Section, AT&T will provide Customer with the Service Discount specified in Table 3.1 below based on Customer's Monthly Volume. All Qualified Charges incurred by Customer, its Affiliates and their respective CRUs in AT&T Markets contribute towards the Monthly Volume. **AT&T may restrict certain Plans or certain other discount programs from either contributing to Customer's Monthly Volume or qualifying for the Service Discount or both. AT&T will advise Customer if such restrictions apply.** AT&T will only apply the Service Discount to the Monthly Service Charge of eligible Voice Service and Wireless Data Service Plans. It may take several billing cycles for the Service Discount to be applied.

Table 3.1



Service Discount

Monthly Volume	Service Discount for CRUs	Service Discount For IRUs
\$250 - \$3,749	8%	8%
\$3,750 - \$7,999	9%	9%
\$8,000 - \$32,999	10%	10%
\$33,000 - \$57,999	11%	11%
\$58,000 - \$307,999	13%	13%
\$308,000 - \$390,999	14%	14%
\$391,000 - \$499,999	15%	14%
\$500,000 - \$665,999	16%	14%
\$666,000 - \$915,999	17%	14%
\$916,000 and higher	18%	14%

4. **Sponsorship Program.** Employees may elect to participate in the Sponsorship Program as IRUs. Employees must be validated in order to become IRUs, and any Employees not so validated will not be IRUs under the Agreement and will not receive corresponding program benefits.

4.1. **Program Activation Processes and Procedures.** Each IRU participating in the Sponsorship Program: (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by AT&T from time to time, including without limitation paying any applicable enrollment fees.

4.2. **Sponsorship Program Features.** Under the Sponsorship Program: (a) IRUs may choose from select Plans available to Customer within each AT&T Market (provided they qualify for the chosen Plan); (b) IRUs will receive the MSC Service Discount in accordance with §3 of the Program Description; (c) Qualified Charges incurred by IRUs will contribute to Customer's Monthly Volume in accordance with §3 of the Program Description; and (d) IRUs and their usage will contribute to Customer's eligibility requirements set forth in §2 of the Program Description.

4.3. **Marketing Assistance.** Customer will assist AT&T in obtaining Employees' participation in the Sponsorship Program as follows:

- Posting and maintaining a hyperlink from Customer's intranet site for Employee-related benefits to the att.com landing page established for Customer's IRUs;
- Posting AT&T-provided Sponsorship Program flyers or digital signage in break room(s) and/or other Employee common area(s) of Customer's main campus at least once per calendar quarter;
- Permitting AT&T sales representatives to participate in two (2) "onsite events" per year at the Customer's main campus, the date and time of which shall be mutually agreed upon by the parties; and
- Any other mutually agreed upon marketing efforts, which shall be documented in a writing signed by both parties.

5. **Financial Responsibility.** Customer must pay for all charges incurred under the Agreement, regardless of whether such charges were incurred by Customer, its Affiliates or their respective CRUs. Customer is not liable for any charges incurred by IRUs under this Agreement or any IRU Service Agreement.

6. **Invoicing Options.** With respect to Service, Customer will have the invoicing options set forth in this §6.

6.1. **Consolidated Invoicing.** Under consolidated invoicing, AT&T will provide an online invoice to Customer each month that consolidate all CRUs' Service charges for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of an AT&T offer, product, service, or Plan. This invoicing method is only available through Premier. Consolidated invoicing is not offered in conjunction with Corporate Responsibility User invoicing. Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's online invoice.

6.2. **Corporate Responsibility User Invoicing.** Under Corporate Responsibility User invoicing, AT&T will provide invoices to Customer's CRUs each month that set forth such CRUs' Service charges for the preceding monthly billing cycle. Corporate Responsibility User invoicing is not offered in conjunction with consolidated invoicing.

7. **Cancellation Fee.** In the event AT&T offers and Customer elects to purchase Equipment with a service commitment, the service commitment begins either on the date (a) the Equipment is activated with a new CRU line of Service or (b) an existing CRU line under the Agreement is upgraded to the Equipment (with or without a migration to a different Plan). For each CRU that is terminated from Service more than 30 days after activation



but prior to the expiration of the applicable service commitment, Customer agrees to pay AT&T with respect to each device identifier or Number assigned to such CRU, in addition to all other amounts owed, a Cancellation Fee in the amount specified below ("Cancellation Fee"). The Cancellation Fee for certain specified Equipment (e.g., smartphones) will be \$325 minus \$10 for each full month toward the service commitment that the CRU completes. (For a complete list of the specified Equipment, check www.att.com/equipmentETF.) Otherwise, the Cancellation Fee will be \$150 minus \$4 for each full month toward the service commitment that the CRU completes. The Cancellation Fee is not a penalty, but rather a charge to compensate AT&T for Customer's failure to satisfy the service commitment. For the avoidance of doubt, Customer will not pay any Cancellation Fee(s) under one of AT&T's device installment plan pricing options described in the applicable online Attachment found at the Program Website). Customer acknowledges and agrees that porting a CRU's Number to a non-AT&T service provider before the end of the applicable service commitment constitutes a termination subject to this Cancellation Fee. Customer may terminate a CRU's Service within the first 30 days after activation without incurring a Cancellation Fee, but equipment restocking or other fees may apply. Customer should refer to AT&T's returns policy at www.wireless.att.com/cell-phone-service/legal/return-policy.jsp, or such other site as AT&T may designate from time to time, for additional details.

8. **Customer's Affiliates.** Customer agrees that any of its Affiliates receiving Service under the Agreement meet, and will continue to meet throughout the term of the Agreement, the definition of "Affiliate" set forth in the General Terms and Conditions.

9. **Resale and Other Prohibited Uses.** Customer, its Affiliates (if applicable) and their respective CRUs are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third-parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

10. **Definitions.** In addition to terms defined elsewhere, these terms have the following meanings in the Agreement:

10.1. "CRU" and "Corporate Responsibility User" mean an Employee receiving Service under Customer's account.

10.2. "Effective Date" means the effective date of this Agreement.

10.3. "Employees" means Customer's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

10.4. "End Users" means CRUs and IRUs, collectively.

10.5. "IRU" and "Individual Responsibility User" mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.

10.6. "IRU Service Agreement" means a separate wireless service agreement between an IRU and AT&T for Service, Equipment and related matters.

10.7. "Monthly Service Charge" means the set fee charged monthly for use of the Service available with a particular Plan (i.e., the monthly "plan charge", not the monthly per device "access charge", if any).

10.8. "Monthly Volume" means the monthly volume of Qualified Charges for purposes of determining the Service Discount.

10.9. "Non-Qualified Charges" refers to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) monthly access charge related to AT&T's abbreviated dialing code product, (d) all charges for Equipment, (e) roaming charges if not using AT&T's wireless network, (f) charges for other goods and services that Customer, a CRU and/or an IRU authorizes to be charged through the wireless bill; (g) shipping and handling charges; (h) all Taxes; and (i) all other charges not described as "Qualified Charges" herein.

10.10. "Qualified Charges" refers to the following undiscounted Service charges: (a) one-time charges for AT&T Mobile Services activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T's wireless network, (e) charges for detail billing, (f) charges for tethering if using AT&T's wireless network, (g) charges for additional wireless service features such as voice mail if using AT&T's wireless network, but excluding enhanced features such as directory assistance or fee-based information services, and (h) monthly recurring access charges for qualified Supplemental Services identified at att.com/abs-addtl-terms from time to time.

10.11. "Service Discount" means a monthly discount on eligible AT&T Mobile Services, applied to an End User's Monthly Service Charges described in this Program Description.

10.12. "Service Revenue" means revenue from Qualified Charges realized by AT&T.

10.13. "Term Year" means any year of the term of the Agreement, including any renewal year.

11. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, the Cover Page, this Program Description, the General Terms and Conditions, and other applicable online terms and conditions, apply throughout all such documents.



By accepting the Agreement on behalf of Customer, I am representing and warranting that:

(a) all Customer information is complete and accurate;

(b) I have reviewed and understand, and agree on behalf of Customer to, all of the terms and conditions of the Agreement, including, without limitation, the Program Description set forth above and the General Terms and Conditions incorporated by reference and found at www.att.com/cda;

(c) I am authorized to sign the Agreement for Customer, and I intend to form a legally binding contract on its behalf. I agree to be personally and primarily responsible for, and guarantee payment and performance under, the Agreement, jointly and severally with Customer, if I am not so authorized or if any information provided by me is false.

I understand Customer will not be able to participate in, or obtain wireless service under, the AT&T Corporate Digital Advantage Program until I sign the Agreement via AT&T's Agreement Acceptance process.

CUSTOMER SIGNATURE By Customer's Authorized Representative	Via AT&T's Agreement Acceptance Process
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SOFTWARE LICENSE AND SERVICE AGREEMENT

THIS IS A SOFTWARE LICENSE AND SERVICE AGREEMENT ("Agreement") entered into on _____ (the "Effective Date") by and between **DATIS HR CLOUD, INC.** ("DATIS"), having its principal place of business at 100 South Ashley Drive, Suite 1500, Tampa, FL 33602 and **GULF COAST TRANSIT DISTRICT** ("CLIENT"), a governmental entity having its principal place of business at 1415 33rd St N, Texas City, TX 77590-4508.

RECITALS

- A. DATIS is the owner or supplier of certain software and related materials for use in payroll processing and other related applications.
- B. CLIENT provides services for which such software and related materials would be useful.
- C. DATIS wishes to grant, and CLIENT wishes to obtain, certain rights with respect to such software and related materials subject to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used in this Agreement shall have the following meanings:

"Confidential Information" shall have the meaning assigned to it in **SECTION 4 ("CONFIDENTIAL INFORMATION")**.

"DATIS Business Hours" shall mean 8:30 am to 6:30 p.m. Eastern Standard Time or Eastern Daylight Time, whichever is applicable, Monday through Friday, except the dates which DATIS support offices are closed, as posted on www.datis.com and updated from time to time, or otherwise made available upon request.

"DATIS Software" shall mean the machine executable version of the DATIS Software as described in Exhibit A., and including all associated Documentation and Updates.

"DATIS Functionality" shall mean the tasks facilitated by the DATIS Software. A non-exhaustive, non-binding list of the DATIS Functionality is attached hereto as Exhibit A.

"Disclosing Party" shall have the meaning assigned to it in **SECTION 4 ("CONFIDENTIAL INFORMATION")**.

"Documentation" shall have the meaning assigned to it in **Subsection 2.1(B) ("Documentation")**.

"Effective Date" shall have the meaning assigned to it in the first paragraph of this Agreement.

"Fees" shall mean collectively all payments due to DATIS as defined in Exhibit B ("Fee Schedule")

"Hosting" shall have the meaning assigned to it in **Subsection 3.2 ("Hosting")**.

"Implementation Fee" shall mean the Fee described as such in **Subsection 5.4 ("Implementation Fee")**.

"Implementation Services" shall have the meaning assigned to it in **Subsection 3.1 ("Implementation Services")**.

"Receiving Party" shall have the meaning assigned to it in **SECTION 4 ("CONFIDENTIAL INFORMATION")**.

"Scheduled Meeting" shall mean any meeting, in person or by telephone, webinar, or other remote consultation, between DATIS and Client to facilitate Set-Up Services, Training, or other Support of the DATIS Software.

"Specifications" shall mean written description of the DATIS Software as described in Exhibit A provided by DATIS and including without limitation that contained in the Documentation.

"Support" shall have the meaning assigned to it in **Subsection 6.2 ("Support")**.

"Term" shall have the meaning assigned to it in **SECTION 12 ("TERM AND TERMINATION")**.

"Training" shall have the meaning assigned to it in **Subsection 6.7 ("Training")**.

"Updates" shall mean any and all modifications, enhancements, versions, releases, updates, derivative works or other changes to the DATIS Software.

"User IDs" shall have the meaning assigned to it in **Subsection 2.1(D) ("User IDs")**.

2. SOFTWARE.

2.1 Grant. DATIS hereby grants to CLIENT the following rights with respect to the DATIS Software, including without limitation all Updates and Documentation.

A. DATIS Software. As to the DATIS Software, DATIS hereby grants to CLIENT a non-exclusive, non-transferable (other than as provided in **SECTION 13 ("ASSIGNMENT")**), irrevocable during the Term, worldwide right to access, use, and make incidental copies of the DATIS Software during the Term.

B. Documentation. As to Documentation, DATIS hereby grants to CLIENT a non-exclusive, non-transferable (other than as provided in **SECTION 13 ("ASSIGNMENT")**), worldwide right to access, copy and use such Documentation in connection with CLIENT's exercise of its rights described in **Subsection 2.1(A) ("DATIS Software")** during the Term.

D. User IDs. DATIS shall provide user ID numbers ("User IDs") to CLIENT, and allow CLIENT to select appropriate password strength, in order to enable CLIENT employees and agents to access and use DATIS Software and Documentation in a secure and commercially reasonable manner.

2.2 No Implied Rights. The only rights granted in the Agreement shall be those expressly stated herein and there shall be no implied rights.

2.3 Ongoing Development. The parties may agree from time to time as to the development by DATIS of Updates in addition to those described in **SECTION 3 ("IMPLEMENTATION, HOSTING AND SLA")**. The DATIS Software Hosted by DATIS under this Agreement for access and use by CLIENT shall at all times be the most up-to-date version and release thereof.

2.4 Derivative Works. This Agreement contemplates that DATIS will author new versions of the DATIS Software and supporting Documentation throughout the Term of this Agreement. CLIENT hereby agrees that DATIS owns all right, title and interest to any and all Updates created pursuant to this Agreement. To the extent any such Updates are created at the suggestion of any CLIENT employee or independent contractor, CLIENT hereby acknowledges and agrees that it has no intellectual property rights in such ideas or works of authorship. To the extent such ideas or works of authorship are to be considered intellectual property, CLIENT hereby grants to DATIS all right, title, and interest to such intellectual property. CLIENT further agrees that it will cooperate with any request by DATIS to execute memoranda of transfer or other documents necessary to effectuate the intent of this Paragraph 2.4, and will require all employees and independent contractors to do the same. Failure to cooperate with DATIS under the terms of this paragraph 2.4 shall be considered a material breach of this Agreement.

3. IMPLEMENTATION, HOSTING AND SLA.

3.1 Implementation Services. DATIS shall provide the Implementation Services described as such in **EXHIBIT C ("IMPLEMENTATION SERVICES")** prior to commencement of Hosting as described in **Subsection 3.2 ("Hosting")**. CLIENT shall pay an Implementation Fee for such Implementation Services as described in **Exhibit B ("Fee Schedule")**.

3.2 Hosting. DATIS utilizes Amazon Web Services ("AWS") as its hosting provider for CLIENT access to and use of DATIS Software. AWS provides security and compliance according to the ISO 27001 security management standard (<https://aws.amazon.com/compliance/iso-27001-faqs>). DATIS reserves the right to select another hosting provider providing comparable services with a 30-day notice to the CLIENT. Such hosting shall be deemed "Hosting" under the Agreement.

3.3 SLA. DATIS shall Host and thereby enable access to and use of the DATIS Software by CLIENT on a "24x7x365" basis from any computers used by CLIENT through the User IDs provided by DATIS pursuant to **Subsection 2.1(D) ("User IDs")**. Any failure of DATIS to enable such access and use shall be subject to the terms of the "Service Level Agreement" described in ("**SERVICE LEVEL AGREEMENT**").

3.4 Backup. DATIS shall backup all data created through or stored with DATIS Software (including without limitation those records described in **Subsection 6.6 ("Records")**) at a secure and commercially reasonable facility.

4. CONFIDENTIAL INFORMATION.

4.1 Protection. Each party (the "Disclosing Party") may from time to time during the Term of this Agreement disclose to the other party (the "Receiving Party") certain non-public information regarding the Disclosing Party's business, including all data, materials, products, technology, computer programs, website specifications, manuals, business plans, software, marketing plans, financial information, business models, trade secrets and other information disclosed or submitted, orally, in writing, or by any other media ("Confidential Information"). The Disclosing Party shall mark all such Confidential Information disclosed in tangible form with the legend 'confidential', 'proprietary', or with similar legend. With respect to Confidential Information disclosed orally, the Disclosing Party shall describe such Confidential Information as such at the time of disclosure, and shall confirm such Confidential Information as such in writing within forty-five (45) days after the date of oral disclosure.

4.2 Protection of Confidential Information. Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of the Disclosing Party. The Receiving Party shall not use the Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and shall limit the disclosure of the Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential

Information of the Disclosing Party, bound in writing by confidentiality terms no less restrictive than those contained herein. The Receiving Party shall provide copies of such written agreements to the Disclosing Party upon request; provided, however, that such agreement copies shall themselves be deemed the Confidential Information of the Receiving Party.

4.3 Exceptions. Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: **(a)** was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party without obligation of confidence as reflected in the written records of the Receiving Party; **(b)** was or has been disclosed by the Disclosing Party to a third party without obligation of confidence; **(c)** was or becomes lawfully known to the general public without breach of this Agreement; **(d)** is independently developed by the Receiving Party without access to, or use of, the Confidential Information; **(e)** is approved in writing by the Disclosing Party for disclosure by the Receiving Party; **(f)** is required to be disclosed in order for the Receiving Party to enforce its rights under this Agreement; or **(g)** is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement immediately and in writing, and shall cooperate reasonably with the Disclosing Party, at the Disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.

4.4 Return of Confidential Information. The Receiving Party shall return to the Disclosing Party, destroy, or erase all Confidential Information of the Disclosing Party in tangible form: **(a)** upon the written request of the Disclosing Party; or **(b)** upon the expiration or termination of this Agreement, whichever comes first. Such destruction or return shall be completed within 30 days, and the Receiving Party shall promptly certify in writing that it has done so.

4.5 DATIS Software. CLIENT shall protect the DATIS Software from improper use or disclosure with the same degree of care which CLIENT applies with respect to its own most confidential information.

4.6 Business Associate Agreement. If DATIS and CLIENT enter into a separate Business Associate Agreement, ("**BUSINESS ASSOCIATE AGREEMENT**") for purposes of compliance with HIPAA or other laws protecting patient privacy, such Business Associate Agreement shall be attached hereto as Exhibit D. It is the intent of the parties that this Agreement and the Business Associate Agreement be read as complementary with, and not contradictory of each other, to the extent possible; provided, however that where this Agreement directly conflicts with the Business Associate Agreement, this Agreement shall control.

5. FEES AND PAYMENT.

5.1 Fees. CLIENT shall pay to DATIS certain fees ("Fees") as defined in the Fee Schedule.

5.2 Payment. CLIENT shall pay all Fees on the terms identified in the Fee Schedule.

5.3 Travel Expenses. CLIENT shall pay all Travel Expenses on the terms identified in the Fee Schedule.

5.4 Implementation Fees. CLIENT shall pay to DATIS Implementation Fees as defined in the Fee Schedule.

5.5 Scheduled Meeting Fees. Client may reschedule any Scheduled Meeting upon giving notice at least 24 hours prior to the Scheduled Meeting if the Scheduled Meeting does not require a DATIS employee to travel beyond a 50 mile radius from the DATIS offices, or 7 days' notice if the Scheduled Meeting requires travel beyond a 50 mile radius from the DATIS offices. Any Scheduled Meeting that

Client fails to attend without giving such Notice shall incur the same Fees as if the Scheduled Meeting had occurred. CLIENT is responsible for all travel-related Expenses incurred for purposes of travel to a Scheduled Meeting, regardless of timely cancellation, if such Expenses are not refunded by the travel services provider.

6. SERVICE LEVEL AGREEMENT.

6.1 Hosting and Downtime. DATIS shall Host the DATIS Software twenty-four (24) hours a day, seven (7) days a week, making allowance only for emergency and scheduled maintenance, which scheduled maintenance shall be scheduled to minimize disruption to CLIENT, and which shall be scheduled with CLIENT in advance. All such maintenance shall not exceed four (4) hours per calendar month unless DATIS notifies client in writing 30 days in advance. Any period during which the DATIS Software is not reasonably available for access or use outside the foregoing emergency and scheduled maintenance period that has been reported to DATIS by email, phone, fax, or in writing shall be deemed "Downtime". If "Downtime" is reported to DATIS after DATIS agreed upon hours, "Downtime" is to be calculated from DATIS next business day or acknowledgement of receipt of Downtime report by DATIS, whichever is earlier.

6.2 Support Services. DATIS shall make Support available during DATIS Business Hours; provided, however, that with respect to the payroll processing feature of DATIS Software, CLIENT may request extended hours no later than four-thirty p.m. (4:30 p.m.), on such day. Support shall mean the ability to reach a DATIS representative via telephone, email, fax, or other electronic means for assistance in performing tasks associated directly with the DATIS software.

6.3 Downtime. Where Downtime has exceeded twenty four (24) hours in any three (3) months during any twelve (12) month period, then CLIENT may treat such failure as a material breach of the Agreement which is not capable of cure, and may thereupon terminate the Agreement upon written Notice to pursuant to Section 12.2 of the Agreement.

6.4 Service Request Levels. Any perceived issue with the DATIS Software conforming to the Documentation and the Agreement or operating reasonably in normal use shall entitle CLIENT to make a Service Request. Service Requests shall be classified by CLIENT as follows for purposes of Hosting:

"Level 1" shall mean issues which cause a severe failure of Hosting during which no reasonable access to or use of the DATIS Software can be carried out;

"Level 2" shall mean issues which cause a serious impairment of access to or use of the DATIS Software; and

"Level 3" shall mean issues which are not Level 1 or Level 2.

6.5 Service Request Acknowledgement. DATIS shall acknowledge Service Requests as follows:

Level 1: CLIENT shall make a Level 1 Service Request to DATIS by both e-mail directed to e3support@datis.com and telephone call to 813-289-4451 or 877-386-1355. DATIS shall respond to and acknowledge such notice by telephone, email or fax within two (2) hours of receipt. If a Level 1 Service Request is made to DATIS after DATIS Business Hours, response is due from DATIS within one (1) hour of DATIS next business day. DATIS shall then immediately develop and provide corresponding Updates to correct such Issues. DATIS shall keep CLIENT fully informed as to status and progress;

Level 2: CLIENT shall report a Level 2 Service Request to DATIS by e-mail directed to e3support@datis.com, and DATIS shall respond to and acknowledge such notice within eight (8) hours.

If a Level 2 Issue is reported to DATIS after DATIS Business Hours, response is due from DATIS within one (1) hour of DATIS next business day. DATIS shall use its commercially reasonable efforts to develop and provide Updates to correct such Defects promptly, but in no event later than three (3) days thereafter; and

Level 3: CLIENT shall report Level 3 Defects to DATIS by e-mail directed to e3support@datis.com, and DATIS shall respond and acknowledge such notice promptly, DATIS shall correct such Defects in the next version or release of the DATIS Software

6.6 Fee Adjustments. In the event that Downtime in any one (1) calendar month exceeds the amount allowed below, then CLIENT shall be entitled to reduce any Fee otherwise payable (each, a "Fee Adjustment") in the month immediately following the month in which such failure took place, as follows:

Downtime	Amount of Fee Adjustment
More than 5 hours, but less than 12 hours	5% of the next Months' Monthly Base Fee
More than 12 hours, but less than 24 hours	10% of the next Months' Monthly Base Fee
More than 24 hours	15% of the next Months' Monthly Base Fee

6.7 Records. All records, whether magnetic, electronic, printed or otherwise, produced or stored through the use of the DATIS Software including without limitation payroll, employee personnel, employee application and employee evaluation records, shall be preserved by DATIS in a commercially reasonable format. Without limiting the generality of the foregoing, the rights granted in the Agreement shall permit CLIENT to run by itself any and all reports using the DATIS Software.

6.8 Training. DATIS shall provide training to CLIENT personnel at CLIENT's principal business location sufficient for such personnel to understand and use the DATIS Software and Documentation ("Training"). Thereafter, DATIS shall provide additional Training upon reasonable request from CLIENT; provided, however, CLIENT shall pay for such later Training at DATIS's normal rates as outlined in Exhibit B.

6.9 System Requirements. The DATIS software will operate within the parameters of this Part 6 on supported browsers and systems. Implementation Services shall include ensuring CLIENT's computers are running supported browsers and systems. DATIS will provide six (6) months' notice prior to eliminating support for outdated browsers or systems.

7. DATA AND DATA INTEGRITY. In the course of using the DATIS software and services, CLIENT may upload to the DATIS System, for Hosting by DATIS, certain scanned documents or other data using the following file types: .doc, .docx, .xls, .xlsx, .txt, .rtf, .pdf, .jpg, .gif, .png, .zip or other formats DATIS deems acceptable. CLIENT warrants and represents that all data shall be uploaded free of viruses or malware. DATIS is not responsible for corrupt document uploads or downloads from the system. CLIENT may upload up to one (1) GB of data per employee.

8. WARRANTY. DATIS hereby warrants to CLIENT that the DATIS Software, as made available by DATIS, shall fully conform to the Specifications at all times. Any such failure shall be subject to the provisions of **Subsection 6.2 ("Support Services")**.

9. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 ("WARRANTY"), THE DATIS SOFTWARE IS PROVIDED "AS IS," AND DATIS MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY.

10. INDEMNITIES.

DATIS shall fully indemnify, defend and hold harmless CLIENT and its officers, directors, employees, agents and affiliates from and against any claims, demands, threats, suits or proceedings, and any losses or liabilities, (including attorneys' fees) arising in connection with: (i) damage to persons or property related to the DATIS Software or DATIS's performance under the Agreement; (ii) the infringement or misappropriation of third party rights related to the DATIS Software or DATIS's performance under the Agreement. CLIENT shall cooperate reasonably with DATIS, at DATIS's expense, in the defense or settlement of the foregoing.

11. INSURANCE.

DATIS shall maintain workers' compensation insurance (in the amount required by Florida law) and commercial general liability insurance sufficient to provide for its obligations or risks under this Agreement, including, but not limited, to the acts, omissions, and representations of itself and its directors, officers, employees, and agents, if any, and in no event in an amount less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in aggregate. IN NO EVENT WILL THE AGGREGATE LIABILITY OF DATIS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE GREATER OF THE FEES RECEIVED BY DATIS UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO ANY CLAIM OR ANY AMOUNTS RECEIVED PURSUANT TO INSURANCE COVERAGE FOR POLICIES HELD BY DATIS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. TERM AND TERMINATION.

12.1 Term. The term of the Agreement ("Term") shall commence upon its Effective Date, and shall continue for two (2) years thereafter. The Term shall continue thereafter in one (1) year increments unless and until either party shall give notice of non-renewal at least six (6) months before the end of the then-current one (1) year period, or unless and until the Agreement is earlier terminated, as hereinafter provided.

12.2 Termination. The Agreement may be terminated by either party for the material breach of the other party as follows: (a) where the material breach consists of a failure of CLIENT to pay Fees, or any material breach by DATIS which has been identified by CLIENT by written Notice within ninety (90) day of the first date CLIENT knew or should have known of such breach, the non-breaching party may terminate the Agreement for any such breach which has remained uncured for thirty (30) days from the date of notice thereof; and (b) where the material breach consists of any material breach by CLIENT other than a failure to pay Fees, DATIS may terminate the Agreement for any such breach which has remained uncured for ninety (90) days from the date of written Notice thereof. Termination shall be accomplished by written Notice to the terminated party pursuant to Section 16.4 that the terminated party has failed to cure the breach. The Term of the Agreement shall be concluded upon the sending of such Termination Notice.

13. ASSIGNMENT.

Neither party shall assign any rights or obligations under the Agreement, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however,

CLIENT and DATIS may each assign the Agreement in whole to a third party in the context of a sale, acquisition, merger or similar transaction between the Assignor and the third party. If such Assignment by sale, acquisition, merger or similar transaction occurs, the Assigning Party shall give notice in writing within 30 days of such sale, acquisition, merger or similar transaction. If Client makes such an assignment, however, DATIS shall have the right either to continue its performance, or to negotiate new terms with the assignee, or to terminate this Agreement upon one hundred and eighty (180) days' notice to both CLIENT and such assignee.

14. LAW AND DISPUTE RESOLUTION.

14.1 Choice of Law. The substantive laws of Florida, without regard to conflicts of laws principles, shall apply to this Agreement and all of its Exhibits.

14.2 Jurisdiction. Any dispute arising under or related to this Agreement, including all of its Exhibits, shall be subject to the sole and exclusive jurisdiction of the State and Federal courts located in Hillsborough County, Florida, and the parties shall submit to the personal jurisdiction of such courts. This Section 14.2 expressly overrides any choice of venue provision in the Exhibits hereto.

14.3 Mediation. Prior to initiating suit for any issue arising under or related to this Agreement, the parties shall participate in non-binding Mediation with a mediator approved by the United States District Court for the Middle District of Florida at a location to be agreed upon by both parties to this Agreement. Mediation prior to suit shall be a condition precedent to suit. DATIS and CLIENT shall each bear its own costs of pre-suit Mediation, unless otherwise agreed to in writing at the Mediation.

15. GENERAL.

15.1 Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

15.2 Attorneys' Fees. If any legal action is brought arising under this Agreement, the prevailing party shall be entitled to receive its reasonable costs, including a reasonable attorneys' fee in addition to any other relief it may receive.

15.3 Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party.

15.4 Notice. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified in the first paragraph of this Agreement or at such other address as the party shall specify in writing, to the attention of such party's Chief Executive Officer. All notices shall be given if sent by hand delivery, by certified mail, return receipt requested, or by FedEx or other reputable overnight delivery service.

15.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

15.6 Entire Agreement. This Agreement, including the exhibits attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements

or understandings between the parties as to the subject matter of this Agreement, and may be modified only in writing and signed by both parties. Any purported oral modification of this Agreement shall have no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GULF COAST TRANSIT DISTRICT

DATIS HR CLOUD, INC.

**AUTHORIZED
SIGNATURE:** _____

**AUTHORIZED
SIGNATURE:** _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FEIN: _____

EXHIBIT A
DATIS SOFTWARE

The most current DATIS enterprise edition software version for company-wide employee and manager access to operational and statistical information for Human Resources, Position Control, Self-service, Benefits Administration, Time & Attendance, Payroll, Talent Management, Recruiting Management, and Workforce Analytics.

1. Human Resource Management
 - a. Budgeting - Position control based human resource software to budget at the position and full-time equivalent level and to create what-if-scenarios to simulate various funding scenarios
 - b. New Hire Onboarding – Configurable new hire process to collect assignment, employee information, work status, tax, direct deposit, contacts and credential information with document upload capability to initiate electronic employee file.
 - c. Credential Management – Management and tracking of education, licenses, certifications, skills and other credentials, with employee / manager statements
 - d. Company Property – Track company property by employee and electronically collect receipt of property acknowledgement
 - e. Audit – Electronics audit of login, data creation, changes, user and system actions
 - f. Employee Acknowledgements – Electronic acknowledgement of employment documents such as appraisals, company handbook, HIPAA statements, job descriptions
 - g. Electronic Document Management – Upload and download documents for a paperless auditable employee file; Historical employee file archive and record retention
2. Position Control
 - a. Position Control - Build, track and report on your organization with up to nine levels such as company, program, cost center, location, funding source
 - b. Organization Chart - The position control organization chart is an interactive and actionable organization chart to manage employees and positions. Using position control, you can manage position attributes, request approval to refill open positions, view open positions, view and screen applicants for open positions. Performance appraisals, corrective actions, and terminations can be completed from the organization chart
 - c. Workflow - Workflows driven approval processes
 - d. Inheritable Attributes – Position attributes of the organization, job information and structure form inheritable attributes by position.
3. Self Service
 - a. Employee Self-service – Employee self-service functions include address changes, direct deposit updates, W-4 withholding updates, view paystubs and W-2, view attendance calendar, enroll and view benefit elections, submit leave requests, submit timesheets and enroll in training.
 - b. Manager Self-service - Managers self-service functions include approve timesheets, leave requests, view applicants, request to refill open positions, performance appraisals, corrective actions, approve training and request pay changes
 - c. Workflow – Workflow delivers requests to the next inline approver according to configured rules
4. Benefits Administration

- a. Affordable Care Act – Filing of IRS Forms 1095-C, Employer-Provided Health Insurance Offer and Coverage and 1094-C, Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns.
 - b. Benefits Administration – Configuration of benefits according to plan documents.
 - c. Benefits Eligibility Tracking - Automatic tracking employment status and eligibility dates based on position details.
 - d. Benefit Arrears – Automatic benefit arrears calculation, tracking and collection
 - e. Benefit Analysis – Benefit analysis reporting tool for reconciliation of withholding by plan and employee to aid in reconciliation to monthly carrier statements
 - f. Pension Feeds – Pension feed to/from providers with employee/employer withholding, changes in contribution and loan information
 - g. Custom Dates -- Configurable dates to accommodate most plan eligibility rules
 - h. Online Open Enrollment – Online open enrollment wizard allows employees to enroll electronically triggered by open enrollment or edibility status changes
 - i. Benefits Dashboard - Benefit dashboard to allow administrators to monitor employee enrollment submissions and carrier enrollment, life event changes and evidence of insurability
 - j. Carrier Feeds – Carrier fees to/from benefit providers (subject to availability)
5. Time & Attendance
- a. Timesheets – web-based timesheets for salaried and hourly employees with day view, period view, view by week, calendar view, and punches from clock view
 - b. ePunch Timeclock - Epunch enables your hourly employees to clock-in and clock-out, transfer between labor assignments such as jobs, programs, cost centers, locations, funding source or tasks
 - c. Matrix Approvals - Configurable matrix approvals for employees working on different assignments. Assignment managers can view the entire employee timesheet and approve only time for their assignment. Timesheets can be simultaneously routed to managers.
 - d. Time Entry Dashboard – A graphical view of employee's timesheet submission and approval status as well as missing punches and missing timesheets.
 - e. Absentee Management - Electronic leave requests, manager approvals, leave balances and team views. Track leave according to your classifications, rules and plan details and FMLA leave balances
 - f. Audit and Reporting - Auditable electronic history for time in and time out, differential pay, leave requests and balances. Granular labor distribution for all employees according to defined organizational levels such as program, cost center, location or funding source
6. Payroll
- a. Tax Services – Annual 940 and quarterly 941 tax filing
 - b. Payroll Calculations - Automatic calculation of shift differential, multiple jobs during the week, bonuses, commissions, or other types of additional pay.
 - c. Audit - Audit payroll changes, benefit statements, payroll setup compliance, and past or pending tax submissions
 - d. Payroll Preview and Analysis - Review your payroll results before processing and reporting analysis
 - e. Detailed Labor Distribution - Track labor expenses across organizational levels and allocate labor costs with date sensitive tracking
 - f. Secondary Pay Rates - Compensate employees working in multiple jobs with rule based calculations accommodating multiple pay rates, shift differentials and more

7. Talent Management
 - a. Credential Tracking - Track and manage licenses, certifications, clearances, fitness, skills, education and registrations; Manager and organization wide compliance reports with drill-down capability
 - b. Employee Statements - Configurable employee statements distributed electronically to keep your employees and managers informed of credential status, expiration and compliance
 - c. Performance Appraisals - Build and complete custom electronic performance appraisals online and execute a paperless performance appraisal process. Tie performance appraisals to organizational goals and job descriptions
 - d. Learning Management (Optional Add-on)
 - i. Learning Management - Optional learning management system to track, assign and report on all your employees' trainings. We offer learning management as an option for organizations who do not use a learning management content provider
 - ii. Training Administration - Setup training specifications to be followed by your managers, employees, internal training staff, and external training vendors. Create your training classes and associate your individual employees, job code groups, or other groups
 - iii. Online Administration - Online enrollment for courses, viewing prerequisites, course information, class size, and coordinating schedules. Online course material and online grading for instructors
8. Recruiting Management
 - a. Open Position Tracking - Track vacant positions, positions awaiting approval and positions with applicants
 - b. Vacancy Reporting - Report on vacancies, recruiting days, manager progress and daily lost revenue
 - c. Applicant Tracking - Track applicants online throughout the process
 - d. Screening and Rating - Online applicant pre-screening and rating system
 - e. Progress Tracking - Configurable progress tracking
 - f. Electronic Communication - View resume, application, comments, and emails. Send electronic offer letter, receive electronic applicant acceptance
 - g. New Hire Onboarding - Transition of applicant to new hire onboarding process
 - h. Integration to Job Boards - post open positions to your website or external job board
9. Workforce Analytics
 - a. Standard Built-In Reporting – standard reporting
 - b. MS-Excel Export – standard reports and grids throughout the system can be exported to MS-Excel
 - c. Report Writer – Build-in report writer with pre-built data views for additional reporting
 - d. Dashboards – Executive, Manager, Timekeeping and Benefits Administrator dashboards
10. Software-as-a-Service Technology
 - a. Legislative Updates - Legislative updates for tax and regulatory changes included
 - b. Enhancements and Upgrades - Regular enhancements and upgrades included with your subscription
 - c. Secure Data Center - Hosted in a secure data center with secure access, redundant power and network connections with daily backups

**EXHIBIT B
FEE SCHEDULE
GUARANTEED RATES FOR 24 MONTHS POST CONTRACT SIGNATURE**

Monthly Base Fees

- \$25 Per Active Employee Per Month.
 - 3% annual increase, commencing one year after the Effective Date of this Agreement, and at each subsequent anniversary thereof.
- Billing starts at distribution of login letters to employees (“Go-live”) for the organization, or 90 days after contract signature, which ever comes first.

Price Per Unit Fees

- \$ 0.50 Per Printed Check or Check Stub
- \$ 7.00 Per W2
- \$ 150.00 Per Amended Tax Return
- Actual postage for any deliveries

Additional Services

- \$ 250.00 per Hour for programming, custom report building, customized training or materials (minimum 1 hour and billed in 15 minute increments thereafter)
- \$ 100.00 per month per 1 GB above 1 GB per employee, active and terminated, for document uploads.
- \$1,800 per additional carrier feed beyond two included for setup; \$500 setup additional benefit type; \$150/month/additional carrier feed beyond two included.

Optional Advanced Technology Package

Check box to elect service	Service Cost	Service Description
	\$1.00 per active employee per month	Advanced Technology Package: Includes SSO integration, RFID and DataConnect Maintenance
		Additional one-time setup fees:
	\$1,000 setup	RFID
	\$2,500 setup	DataConnect
	\$5,000 setup	SSO Integration

Implementation Fees

- Total Implementation Fee = \$10,000
 - 25% at Contract Signature
 - 25% at Completion of Position Control Setup
 - 25% at Completion of Payroll Setup
 - 25% at “Go-Live”, when login letters are issues to employees
- Each Milestone Due Date will be decided at the beginning of the project and all changes will be required to go through designed change control process requiring 5-business days notice and all project sponsors signature.

- Travel expenses are in addition to implementation fees and to be estimated at beginning of project.

Billing

- Fees will be invoiced on the 1st of the month and collected via ACH direct debit on the 8th banking day of every month. If the 8th is a on a non-banking day, direct debit will occur on the previous banking day.
- A 1.5% late fee will apply to rejected ACH direct debits

Exhibit C
IMPLEMENTATION SERVICES

DATIS will assist with implementation of the systems functionality in Exhibit A.
Milestones Dates to be established and agreed upon by both parties.

Project Plan

- Project Milestones Dates to be established and agreed upon by both parties.
- Project Resource Estimation assembled and agreed upon by both parties.
- Project Risk Management Plan assembled and agreed upon by both parties.
- Project Change Control Process assembled and agreed upon by both parties.

Project Meetings

- Weekly Project Status Conference Calls are to be held with project sponsors. Client and DATIS sponsors are required to attend. If sponsors cannot attend meeting will be rescheduled and follow section 5.5.
- Project Kickoff and Closure will be at client site or via webinar, as agreed to.

Data Conversion

- Standardized data migration file template(s) to be provided by DATIS to aide loading of historical/current data

Graphics and Site Set-Up

General Ledger Feed

Carrier Feeds:

DATIS will provide 2 automated carrier feeds for benefits within implementation. These carrier feeds will be subject to your provider working with DATIS to establish the automation.

Access to data through the following method or a mutually agreed upon solution to provide nearly real time data:

Optional database replication, if elected. Since DATIS keeps separate databases for each client (client databases are fully multi-tenant, DATIS shall maintain one database per client regardless of the number of EIN's contained within the client.)

Training

- Administrative Users
- Ongoing training as we set up the system for Administrative Employees. (On Site or Webinar as agreed to)
- Employee Self Service Video for Employees to go through training.
- Employee Time Clock and Time Sheet Submission Help Form.
- 8-Hours Train the Trainer for your Manager Training Session.
- Additional Training On-Site or Webinar as agreed to.

**EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT**

The Parties hereby acknowledge that there is no Exhibit D to this Agreement.

GULF COAST TRANSIT DISTRICT

DATIS HR CLOUD, INC.

**AUTHORIZED
SIGNATURE:** _____

**AUTHORIZED
SIGNATURE:** _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FEIN: _____