

Amendment No. 5
to
Contract No. 5600 13071100024
for
Software Support for Granite XP
between
Elxsi, Inc / dba Cues
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 21, 2017 through July 20, 2018. No options to extend remain.
- 2.0 The total contract amount is increased by \$25,200.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/21/2013 – 07/20/2014	\$21,560.00	\$21,560.00
Amendment No. 1: Option 1 – Extension 07/21/2014 – 07/20/2015	\$23,713.00	\$45,273.00
Amendment No. 2: Option 2 – Extension And correction to Amendment No. 1 Action Amount to read \$23,713.00 07/21/2015 – 07/20/2016	\$25,200.00	\$70,476.00
Amendment No. 3: Option 3 – Extension 07/21/2016 – 07/20/2017	\$25,200.00	\$95,676.00
Amendment No. 4: Administrative Increase	\$27,073.00	\$122,749.00
Amendment No. 5: Option 4 – Extension 07/21/2017 – 07/20/2018	\$25,200.00	\$147,949.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Jan Freeman
Authorized Representative

Elxsi, Inc / dba Cues
3600 Rio Vista Ave
Orlando, FL 32805-6605

Sign/Date: 06/23/2017

Printed Name: Bartley Tyler
Authorized Representative
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
of
Contract No. 13071100024
for
Software Support for Granite XP
between
CUES, Inc.
and the
City of Austin

1.0 The City hereby exercises an administrative increase to the above-referenced contract in the amount of \$27,073.00. Effective date of this change is 08/24/2016.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/21/13 – 07/20/14	\$21,560.00	\$21,560.00
Amendment No. 1: Option 1 07/21/14 – 07/20/15	\$23,713.00	\$45,273.00
Amendment No. 2: Option 2 And correction to amendment No.1 action amount to read \$23,716.00 07/21/15 – 07/20/16	\$25,200.00	\$70,476.00
Amendment No. 3: Option 3 07/21/16 – 07/20/17	\$25,200.00	\$95,676.00
Amendment No. 4: Administrative Increase 07/21/16 – 07/20/17	\$27,073.00	\$122,749.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:
Authorized Representative

Joseph Portell
Director

Cues Inc.
3600 Rio Vista Ave
Orlando, FL 32805-6605

Signature and Date:

Sai Purcell,
City of Austin
Purchasing Office

8/3/16



Amendment No. 3
of
Contract No. 13071100024
for
Software Support for Granite XP
between
CUES, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 21, 2016 the term for the extension option will be July 21, 2016 to July 20, 2017 and there is one remaining option.
- 2.0 The total contract amount is increased by \$25,200.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/21/13 – 07/20/14	\$21,560.00	\$21,560.00
Amendment No. 1: Option 1 07/21/14 – 07/20/15	\$23,713.00	\$45,273.00
Amendment No. 2: Option 2 And correction to amendment No.1 action amount to read \$23,716.00 07/21/15 – 07/20/16	\$25,200.00	\$70,476.00
Amendment No. 3: Option 3 07/21/16 – 07/20/17	\$25,200.00	\$95,676.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:
Authorized Representative

Signature and Date:

Joe Barrios, Contract Compliance Specialist Senior
City of Austin
Purchasing Office

Cues
3600 Rio Vista Ave
Orlando, FL 32805-6605



Amendment No. 2
of
Contract No. 13071100024
for
Software Support for Granite XP
between
CUES, Inc.
and the
City of Austin

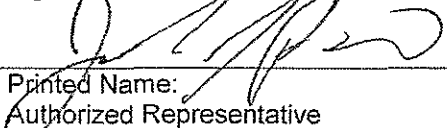
- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 21, 2015 the term for the extension option will be July 21, 2015 to July 20, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$25,200.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/21/13 – 07/20/14	\$21,560.00	\$21,560.00
Amendment No. 1: Option 1 07/21/14 – 07/20/15	\$23,713.00	\$45,273.00
Amendment No. 2: Option 2 And correction to amendment No.1 action amount to read \$23,716.00 07/21/15 – 07/20/16	\$25,200.00	\$70,476.00


- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

 6/29/2015
Printed Name:
Authorized Representative

Signature and Date:

 7-6-15 for
Shawn Willett, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office

Cues
3600 Rio Vista Ave
Orlando, FL 32805-6605



**Financial and Administrative Service Department
Purchasing Office**

PO Box 1088, Austin, Texas, 78767

July 8, 2013
CUES, Inc.
Joseph Purtell
3600 Rio Vista Avenue
Orlando, FL 32805

Dear Mr. Purtell:

The City of Austin has approved the execution of a contract with CUES, Inc. for Software Support for Granite XP Software for AWU.

Responsible Department:	AWU
Department Contact Person:	Brownlee Bowmer
Department Contact Email:	brownlee.bowmer@austintexas.gov
Department Contact Telephone:	(512) 972-0442
Project Name:	Software Support for Granite XP
Contractor Name:	CUES, Inc.
Type Procurement:	Sole Source
Contract Number:	MA 5600 13071100024
Contract Period Amount:	NTE \$21,560.00
Contract Period:	7/21/13 – 7/20/14
Extension Options:	Four (4) twelve-month extension options with an estimated amount NTE \$23,713.00 for the first option, and estimated amounts NTE \$25,200.00 for the second, third, & fourth options. Total Contract amount NTE \$120,876.00
RQM Number:	5600 13070800474
Agenda Item Number:	43
Council Approval Date:	6/20/13

A copy of the contract/purchase order will be forwarded by U.S. mail or email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under *Department Contact Person* above.

Sincerely,

David Kucko
Corporate Contract Administrator
(512) 974-3364

CC: Brownlee Bowmer

CONTRACT BETWEEN THE CITY OF AUSTIN

**And
CUES, Inc.**

For

Software Support for Granite XP Software for Austin Water Utility Pipeline Operations

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and CUES, Inc. ("Contractor"), having offices at 3600 Rio Vista Avenue, Orlando, FL 32805.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be Joseph Purtell, Phone: 800-432-1549 ext: 44. The City's Contract Manager for the engagement shall be Brownlee Bowmer, (512) 972-0442. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK.

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

SECTION 3. COMPENSATION:

3.1 Contract Amount. The Contractor shall be paid a total Not-to-Exceed amount of \$21,560.00 for the initial twelve (12) month term and an amount Not-to-Exceed \$23,713.00 for the first extension option, an amount Not-to-Exceed \$25,200.00 for the second, third and fourth extension options for a total Not-to-Exceed contract amount of \$120,876.00.

3.2 Invoices

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Brownlee Bowmer
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

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

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

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

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

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

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

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

3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses:** No travel expenses are authorized under this Contract.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be effective on July 21, 2013 and shall remain in effect for an initial term of 12 months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

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

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

4.4 **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

SECTION 5. OTHER DELIVERABLES

5.1 Equal Opportunity

5.1.2 **Equal Employment Opportunity**: No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

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

5.2 **Rights to Proposal and Contractual Material**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

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

SECTION 6. WARRANTIES

6.1 Warranty - Price

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

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

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

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

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

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the

Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.1.1 disposal of major assets;

7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.1.3 any significant termination or addition of provider contracts;

7.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.1.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.1.7 known or anticipated sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

7.1.9 any litigation filed by a member against the Contractor; or

7.1.10 significant change in market share or product focus.

7.2 Right To Audit

7.2.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

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

7.4 **Indemnity:**

7.4.1 Definitions:

7.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.5 **Claims:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.6 **Notices:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Elisa Folco, Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
Contractor's Name
ATTN: Joseph Purtell, Contract Manager
Street Address
City, State Zip Code

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

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

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

7.10 Gratuities: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.11 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.12 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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

7.14 Waiver: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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

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

7.17 Dispute Resolution

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

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

7.18 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:

7.18.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.18.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.18.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.19 **SUBCONTRACTORS**

7.19.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.19.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.19.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.19.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.19.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.19.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.19.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

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

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

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

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

7.22 **Holidays:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.23 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

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

7.25 **Incorporation of Documents:** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

CUES INC.

By: _____
Signature

Name: Joseph S. Fortell
Printed Name

Title: Director, Software

Date: 5/29/2013

CITY OF AUSTIN

By: _____
Signature

Name: DAVID Kucko
Printed Name

Title: Corporate Contract Administrator

Date: 7/8/12

List of Exhibits

Exhibit A	Pricing Agreement
Exhibit B	Software Support Agreement
Exhibit C	Non Discrimination Certification

Exhibit A
Pricing Agreement

Term	Part # and description	Order Qty	Tax Rate	Price Each	Extended Price
July 20, 2013 - July 19, 2014	GX520 Enhanced Software Support Plan	14	0.00	\$1,540.00	\$21,560.00
July 19, 2014 - July 18, 2015	GX520 Enhanced Software Support Plan	14	0.00	\$1,694.00	\$23,716.00
July 18, 2015 - July 17, 2016	GX520 Enhanced Software Support Plan	14	0.00	\$1,800.00	\$25,200.00
July 17, 2016 - July 16, 2017	GX520 Enhanced Software Support Plan	14	0.00	\$1,800.00	\$25,200.00
July 16, 2017 - July 15, 2018	GX520 Enhanced Software Support Plan	14	0.00	\$1,800.00	\$25,200.00

The aforementioned Enhanced Software Support Plan shall cover all Granite XP software licenses provided to, or purchased by, the Austin Water Utility. Supported licenses will be reflected in the Granite XP customer portal and will be marked with a "Support Plan End Date". Licenses not reflecting the Support Plan End Date are either retired equipment or the licenses have not been activated through the customer portal. As of Friday, April 5, 2013 the licenses attributed to Austin Water Utility include the following:

Assets					
Showing Records 1 - 108 of 108			1 of 1		Add Asset
Asset ID ▼	Asset Name	Organization	Primary Product	Support Plan End Date	Action
310117-DC3		Austin, City of (TX)			edit del Ⓜ
310203-DC3		Austin, City of (TX)			edit del Ⓜ
310355-DC3		Austin, City of (TX)			edit del Ⓜ
500894	WS500894	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500898	WS500898	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500900	WS500900	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500906	WS500906	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500907	WS500907	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500914	WS500914	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500915	WS500915	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500916	WS500916	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
500917	WS500917	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del Ⓜ
501692		Austin, City of (TX)	Inspection v5 GXP	04-02-2013	edit del Ⓜ
501828		Austin, City of (TX)	Viewer v5 GXP	05-11-2013	edit del
501829		Austin, City of (TX)	Viewer v5 GXP	05-11-2013	edit del
501890		Austin, City of (TX)	Engineering v5 GXP		edit del
501891		Austin, City of (TX)	Viewer v5 GXP		edit del
501892		Austin, City of (TX)	Viewer v5 GXP		edit del

CC0071	WS JdeEya FC25JH1 - 222791	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
CC0072	W2 Available	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
CC0073	W1-AM4WV5JH1-Weekend Laptop	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
EN0587	Charles Arnold 2	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0588	Available Old Charles Arnold	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0589	Fidel Ortiz	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0590	Thomas Comer Eng. Ed.	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0591	Ronnie Whately	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0592	AM6VW5JH1LT Nightier	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0593	Dicky Johnson	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0594	Arman B	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0595	David Vera Eng	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0596	Robert Johnson 2	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0600	Stephen Payne	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0902	AM6VW5JH1LT Hardwick	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0906	Ken Davis	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0907	Ron Cameron	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0908	Jonathan Duran	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0909	Carlos Helgar	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0910	Joaquin O	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0911	Jeff Belts	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0912	Steve Schrader	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
OF0122-DC4		Austin, City of (TX)			edit del
OF0123-DC4		Austin, City of (TX)			edit del
OF0124-DC4		Austin, City of (TX)			edit del
OF0147	Tim David Enterprise	Austin, City of (TX)	Enterprise v3 GXP	07-20-2013	edit del
VW3409		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3410		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3411	5-Michael Russ	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3412		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3413		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3414		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3415	1-Arman Benjamin	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3416		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3417		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3418		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3419	3-Louis Cerda	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3420		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3421	4-Lanny Macias	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW5318		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del

WV5319	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5320	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5321	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5322	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5323	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5324	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5325	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5326	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5327	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5328	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5329	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5330	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @
WV5331	Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del @

Exhibit B
Software Support Agreement

Granite XP Enhanced Software Support Plan

The Granite XP software license support plan provides the following:

- Free on-going software maintenance release updates (decimal point updates such as 4.2.2 to 4.6.1) available online for download including the latest technical documentation Dynamic pipe graphs built on-the-fly as an inspection is done and are navigable to any point in the inspection
- Free on-going "major version" software release upgrades (full point upgrades which include going from any version to the latest release, like from version 2 to version 4.6.1, included in the Enhanced Support Plan) available online for download including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM – 5:00 PM EST
- Remote Online Technical Support*Built-in functionality to email reports
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and downloads Multiple editable Code systems that can be customized by the customer to their own needs
- Access to pre-scheduled online training sessions that cover the base product as well as advanced user concepts and best practices Built in synchronization mechanism to allow precise data aggregation
- Customization services via an online interactive technical support team

Notification by Customer

Licensor has created a customer support portal where comprehensive, Customer-specific information is securely provided including an online system to submit Trouble Tickets. The www.granitexp.com Customer Portal is the preferred format for problem notification and it is closely monitored by the support staff. If the Customer is unable to provide the notification of an issue via the CUES Customer Support portal (www.granitexp.com), then it may be transmitted by telephone, e-mail or fax to one of the following numbers:

Telephone: (800) 327 7791
(407) 849 0190
E-mail: GXPsupport@cuesinc.com
Fax: (407) 425 1569

Receipt of the notification by either method outlined above must be confirmed by both Customer and Licensor and will trigger the response time required under the previous paragraph.

Licensor may also provide Customer with a separate telephone number that can be allocated to a technical specialist to address a specific support issue.

The Licensor may, from time-to-time, make changes to its notification procedures, forms or numbers. Licensor shall immediately notify Customer, in writing or via email, of any such changes; provided that any such changes shall not provide for service or support at a lower level than that set forth herein; and further provided that any such change shall not require more effort from Customer than that required under the current notification procedures, forms or numbers in place at the time this Agreement is entered into.

Software Improvements and Upgrades under the Enhanced Support Agreement

During the term of this Agreement, Licensor shall make available to Customer any improvements or upgrades to those functions or features of the Software as described in the Granite XP Upgrade Policy in Exhibit B.

Installation of Corrections, Improvements or Upgrades

Licensor shall provide changes to the Software Products including without limitation; updates, upgrades, releases, patches, corrections or improvements by Internet download, VPN, physical disk media, Licensor's secure Customer Support portal Website or by on-site installation at the option of the Licensor. Customer shall provide installation, distribution, support and, or network access permissions, including remote access, to Customer's client work stations as may be reasonably required to successfully install the changes; provided that Licensor shall provide Customer with instructions and other information necessary for Customer to effectuate such installation.

Exhibit C

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

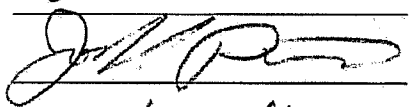
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 29th day of May, 2013

CONTRACTOR.

Authorized
Signature

Title

CUES

Director, Software



PURCHASE ORDER

PO VENDOR SINGLE

PAGE NO: 1

REFERENCE NUMBER: DO 5600 13080818978

P.O DATE: 08/08/13

PRICE AGREEMENT #: MA 5600 13071100024

V Terri Mooney
E CUE1388500 1
N ELXSI INC
D 3600 RIO VISTA AVE
O
R ORLANDO FL 32805-6605

S CTM Main Location
H
I City of Austin
P 1124 S. IH-35, Suite 300
Austin TX 78704-2614
T
O

B City Of Austin-CTM
I
L Accounts Payable
L PO BOX 1088
Austin TX 78767
T
O

Requestor: Jane Neal, 974-3398
Buyer: See Solicitation, 512-974-2500

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
1			Commodity: 92045 Granite XP Support 17180- Granite XP Support Maint. and Support for 7-20-13 thru 7-19-14	0.000000	\$ 21,560.00

VENDOR INSTRUCTIONS:

- SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
- SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
- NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Jane Neal

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date

Order Total: \$ 21,560.00

Digitally signed by Jane Neal
DN: cn=Jane Neal, o=City of Austin Purchasing Office, ou=Buyer 1 - IT
Procurement-Communications and Technology Management,
email=jane.neal@austintexas.gov, c=US
Date: 2013.08.08 14:08:23 -05'00'



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 04/08/2013

DEPT: Austin Water Utility

TO: Purchasing Officer or Designee

FROM: Brownlee Bowmer

BUYER: Elisa Folco

PHONE: (512) 972-0442

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality

☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents

☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property

☐ a procurement for personal, professional, or planning services

☐ a procurement for work that is performed and paid for by the day as the work progresses

☐ a purchase of land or right-of-way

☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

☐ a purchase of rare books, papers, and other library materials for a public library

☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements

☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

This Purchase Request is a Sole Source to Cues, Inc. As the developers and owners of the Intellectual Property associated with the software product named "Granite XP". Cues, Inc. is the only company that offers a Maintenance and Support agreement for this software. This agreement will provide Austin Water Utility (AWU) with support during our use of the product as well as free receipt of the new versions of the software developed by Cues, Inc. A letter from Cues, Inc. is attached.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex (valuation of other firms, knowledge of market, etc)).

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with CUES, Inc. per the attached quotation covering 5 years. which will cost approximately \$ 120,876.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Brenda Brown 4/8/2013
Originator Date

Approved
Certification

T. M. M. 4/11/2013
Department Director or designee Date

M. E. 9/24/13
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

David F. F. Date Manager Initials
Buyer

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013



MEMORANDUM

To: Greg Meszaros and David Anders

From: Brownlee Bowmer

Date: April 8, 2013

Subject: PRF signature request for renewal of maintenance agreement

I am requesting your authorization and signatures on the attached PRF.

This PRF covers our necessary software maintenance and support agreement for the software in use in the Pipeline Operation Program area. The software is Granite XP from Cues, Inc. The software is used in the CCTV pipe inspection division.

It covers 24 x7 technical support by phone and software upgrades.

This agreement is vital to the proper maintenance of the utility's wastewater collection system.

This purchase is not a DIR purchase, and therefore will require a Council RCA as this extension will be a new contract. We are including five years of authorization so we don't have to go back to Council each year, but we are only obliged to pay one year at a time as long as we use the software.

Thanks for your assistance and please contact me with any questions you may have.

Brownlee Bowmer

CUES, Inc.
3600 Rio Vista Ave
Orlando, FL 32805
Phone: 800 327 7791
Fax: 407 425 1569
www.cuesinc.com



March 29th, 2013

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

Attention: Mr. David Kucko, Contract Administrator
(512) 974-3364

Via electronic mail to: david.kucko@austintexas.gov

Re: Solicitation # MG10006

Dear Mr. Kucko,

Cues has executed Contract NA 090000030 dated March 15th, 2010. Related to these contracts is the inclusion of Support Plan renewals for Maintenance and Support for the software that was purchased. By maintaining Annual Support contracts for the software, the City can receive continuous software upgrades and patches to ensure its investment in software provides multiple years of value. With the rapid pace at which technology changes, this is a prudent procurement practice.

Please allow this letter to serve as testament that CUES is the only entity that can provide such software Support and Maintenance for its Granite XP software. No other vendor makes or develops the source code or the intellectual property therein. As such, CUES is the sole source for this product and service acquisition.

We look forward to renewing the Annual Maintenance and Support Plans for the City's software. Please let me know if there are any additional documents which need to be provided.

Sincerely,

Joseph Purtell
Managing Director, Cues Software Division
(800) 432 1549 ext. 444

CC: Brownlee Bowmer: Brownlee.Bowmer@ci.austin.tx.us



April 5, 2013

Mr. Brownlee Bowmer
CIO
Austin Water Utility
Austin, TX
Phone: (512) 972-0442
Brownlee.bowmer@ci.austin.tx.us

RE: Granite XP Enhanced Software Support Plan Renewal

Mr. Bowmer,

Please find below the pricing information you requested for the purchase of the Granite XP Enhanced Software Support Plan. Below is a description of the services provided within the support plan.

Granite XP Enhanced Software Support Plan

The Granite XP software license support plan provides the following:

- Free on-going software maintenance release updates (decimal point updates such as 4.2.2 to 4.6.1) available online for download including the latest technical documentation Dynamic pipe graphs built on-the-fly as an inspection is done and are navigable to any point in the inspection
- Free on-going "major version" software release upgrades (full point upgrades which include going from any version to the latest release, like from version 2 to version 4.6.1, included in the Enhanced Support Plan) available online for download including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM – 5:00 PM EST
- Remote Online Technical Support*Built-in functionality to email reports
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and downloads Multiple editable Code systems that can be customized by the customer to their own needs
- Access to pre-scheduled online training sessions that cover the base product as well as advanced user concepts and best practices Built in synchronization mechanism to allow precise data aggregation
- Customization services via an online interactive technical support team







































If your organization is one that experiences frequent turnover or has multiple crews, we recommend that you consider purchasing or maintaining your enrollment in the Enhanced Support Plan to ensure productivity and continuous run time in the field. Please be advised that if the support plan expires, Austin Water Utility will be subject to a re-instatement fee of \$2,500.00 per applicable license plus the cost of the support plan if you elect to re-enroll at a later date.

Term	Part # and description	Order Qty	Tax Rate	Price Each	Extended Price
July 20, 2013 - July 19, 2014	GX520 Enhanced Software Support Plan	14	0.00	\$1,540.00	\$21,560.00
July 19, 2014 - July 18, 2015	GX520 Enhanced Software Support Plan	14	0.00	\$1,694.00	\$23,716.00
July 18, 2015 - July 17, 2016	GX520 Enhanced Software Support Plan	14	0.00	\$1,800.00	\$25,200.00
July 17, 2016 - July 16, 2017	GX520 Enhanced Software Support Plan	14	0.00	\$1,800.00	\$25,200.00
July 16, 2017 - July 15, 2018	GX520 Enhanced Software Support Plan	14	0.00	\$1,800.00	\$25,200.00

The aforementioned Enhanced Software Support Plan shall cover all Granite XP software licenses provided to, or purchased by, the Austin Water Utility. Supported licenses will be reflected in the Granite XP customer portal and will be marked with a "Support Plan End Date". Licenses not reflecting the Support Plan End Date are either retired equipment or the licenses have not been activated through the customer portal. As of Friday, April 5, 2013 the licenses attributed to Austin Water Utility include the following:

Assets					
Showing Records 1 - 108 of 108			1 of 1		Add Asset
Asset ID ▼	Asset filename	Organization	Primary Product	Support Plan End Date	Action
310117-DC3		Austin, City of (TX)			edit del
310203-DC3		Austin, City of (TX)			edit del
310365-DC3		Austin, City of (TX)			edit del
500894	WS500894	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500896	WS500896	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500900	WS500900	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500906	WS500906	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500907	WS500907	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500914	WS500914	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500915	WS500915	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500916	WS500916	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
500917	WS500917	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
501692		Austin, City of (TX)	Inspection v5 GXP	04-02-2013	edit del
501828		Austin, City of (TX)	Viewer v5 GXP	05-11-2013	edit del
501829		Austin, City of (TX)	Viewer v5 GXP	05-11-2013	edit del
501890		Austin, City of (TX)	Engineering v5 GXP		edit del
501891		Austin, City of (TX)	Viewer v5 GXP		edit del
501892		Austin, City of (TX)	Viewer v5 GXP		edit del

CC0071	WS Jefe FC25JH1 - 222791	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
CC0072	W2 Available	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
CC0073	W1-AWHYV5JH1-Weekend laptop	Austin, City of (TX)	Inspection v3 GXP	07-20-2013	edit del
EN0587	Charles Arnold 2	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0588	Available Old Charles Arnold	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0589	Fidel Ortiz	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0590	Thomas Comer Eng. Ed.	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0591	Ronnie Whately	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0592	A#8YWSJH1LT Night ER	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0593	Dicky Johnson	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0594	Ayman B	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0595	David Vera Eng	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0596	Robert Johnson 2	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0600	Stephen Payne	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0902	A#8YWSJH1LT Hardwick	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0906	Ken Davis	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0907	Ron Cameron	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0908	Jonathan Duran	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0909	Carlos Mielgar	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0910	Joaquin O	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0911	Jeff Belts	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
EN0912	Steve Schrader	Austin, City of (TX)	Engineering v3 GXP	07-20-2013	edit del
OF0122-DC4		Austin, City of (TX)			edit del
OF0123-DC4		Austin, City of (TX)			edit del
OF0124-DC4		Austin, City of (TX)			edit del
OF0147	Tim David Enterprise	Austin, City of (TX)	Enterprise v3 GXP	07-20-2013	edit del
VW3409		Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del
VW3410		Austin, City of (TX)	Viewerv3 GXP	07-20-2013	edit del
VW3411	5-Michael Russ	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3412		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3413		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3414		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3415	1-Ayman Benjamin	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3416		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3417		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3418		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3419	3-Louis Cerdá	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3420		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del
VW3421	4-Manny Ilacias	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del

VW3422		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3423		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3424		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3425		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3426		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3427	2-John Routh	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3428		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3429		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3430		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3431		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3432		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3433		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3434		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3435		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3436		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3437		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3438		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3439		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3440		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3441		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3442		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3443		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3444		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3445		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3446		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3447		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3448		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3469		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3470		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3471		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3472		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3473		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3474		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3475		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW3476		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5294		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5295		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5318		Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 

VW5319	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5320	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5321	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5322	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5323	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5324	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5325	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5326	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5327	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5328	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5329	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5330	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 
VW5331	Austin, City of (TX)	Viewer v3 GXP	07-20-2013	edit del 

We look forward to working with the Austin Water Utility. Please contact me for any reason if further clarification is needed.

Sincerely,

Jay Freeman
 Technical Sales Consultant
jfreeman@cuesinc.com
www.cuesinc.com
 Support: www.granitexp.com
 407.849.0190 x222
 800-327-7791 x222