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REGULAR MEETING OF THE KENNER CITY COUNCIL

JANUARY 23, 2026 - 11:00 A.M.

KENNER HERITAGE HALL, 303 WILLIAMS BOULEVARD, KENNER, LA 70062

POSTED < 3:00 P.M. January 16, 2026

IN ACCORDANCE WITH COUNCIL RESOLUTION NO. B-14550, PLEASE BE ADVISED THAT ALL CELLULAR TELEPHONES AND OTHER DEVICES OF THIS NATURE MUST BE DEACTIVATED OR SILENCED THROUGHOUT THE COUNCIL MEETING

MEETING CALLED TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL – COUNCILMEMBERS

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CORRESPONDENCE: REPORTS FROM MAYOR, CAO OR DEPARTMENT HEADS

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RESOLUTIONS, MOTIONS, AND OTHER ITEMS FROM THE FLOOR

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CONSENT AGENDA

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1. APPROVAL OF MINUTES, the regular Council Meeting of January 8, 2026.
  2. APPROVAL OF ALCOHOLIC BEVERAGE PERMIT APPLICATIONS
  3. APPROVAL OF BINGO AND PUBLIC GATHERING APPLICATIONS
    - 3-A. Application No. 25-036, Christine Hurlbut to hold a public gathering on January 24, 2026 from 5:00 p.m. to 9:00 p.m. for the purpose of a Parade After-party at the intersection of Coronado and Gelpi Avenues, Kenner, Louisiana.
    - 3-B. Application No. 26-001, City of Kenner to hold a public gathering on February 16, 2026 from 11:00 a.m. to 3:00 p.m. for the purpose of Krewe of Argus and Zulu Lundi Gras in the 400 Block of Williams Boulevard, Kenner, Louisiana. (being property owned by the City of Kenner)
  4. ACCEPTANCE/REJECTION OF BIDS REQUIRING AN EXPENDITURE OF LESS THAN FIVE THOUSAND DOLLARS (\$5,000.00)
  5. CHANGE ORDERS REQUIRING AN EXPENDITURE OF LESS THAN FIVE THOUSAND DOLLARS (\$5,000.00)
  6. ACCEPTANCE OF COMMITTEE FINDINGS (FINAL PASSAGE)
  7. RESUBDIVISION ORDINANCES (FINAL PASSAGE)
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PUBLIC APPEARANCE AGENDA

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8. PUBLIC HEARINGS AND FINAL PASSAGE
  - 8-A. A PUBLIC HEARING regarding Summary Ordinance No. 14,009, an ordinance authorizing an amendment to the Cooperative Endeavor Agreement by and among the City of Kenner, State of Louisiana, North 1300 Block Veterans Boulevard Economic Development District, State of Louisiana, and Airport Motel, L.L.C. relating to the levy, collection, use and application of a two percent (2%) Sales and Use Tax and a two percent (2%) Hotel Occupancy Tax levied in said district, and providing for other matters in connection therewith.
  - 8-B. A PUBLIC HEARING regarding Summary Ordinance No. 14,010, an ordinance approving an agreement with Ramelli Waste, L.L.C. for recycling services within the corporate limits of the City of Kenner, Louisiana for a period of five (5) years.
9. ORDINANCES FOR THE SALE, PURCHASE, TRANSFER, LEASE, AND/OR ALIENATION OF IMMOVABLE PROPERTY
10. OPENING OF BIDS
11. RECLASSIFICATION OF ZONING (FINAL PASSAGE)

12. OTHER ORDINANCES (FINAL PASSAGE)
13. RESOLUTIONS AND MOTIONS BY COUNCILMEMBERS
  - 13-A. A resolution exercising the third (final) one year renewal of the September 1, 2022 audit contract with Duplantier, Hrapmann, Hogan and Maher, LLP.
14. ITEMS REMOVED FROM THE CONSENT AGENDA
15. ACCEPTANCE OF CONTRACTS AND SIMILAR MATTERS APPROVED BY THE MAYOR
  - 15-A. Summary Ordinance No. 14,018, an ordinance authorizing the use of State Contract No. 4400030770 and 4400030771 with Motorola Solutions Inc./Bearcom to furnish and install Five (5) Motorola Converters and Antennas in the Chief Officer's Units in the amount of \$9,075.30 for the Kenner Fire Department.
  - 15-B. Summary Ordinance No. 14,019, an ordinance authorizing the purchase of Two (2) used Harley Davidson, Police Electra Glide, Motorcycles in the amount of \$40,000.00 for the Kenner Police Department.
  - 15-C. Summary Ordinance No. 14,020, an ordinance approving Change Order No. 1 (FINAL) to the agreement with 21 Construction, LLC, dated May 23, 2025 regarding Kenner Discovery School sidewalks, State Project No. H.015087, Federal Aid Project No. H015087, for a decrease of \$17,918.80 and to accept the completion of the project as constructed for the Department of Public Works.
  - 15-D. Summary Ordinance No. 14,021, an ordinance accepting the quote received from Precision P.S.I., LLC, a sole source provider, to repair the Yeomans Pump #1 at 27<sup>th</sup> & Salem Sewer Lift Station in the amount of \$20,128.77 for the Wastewater Department.
16. ORDINANCES/RESOLUTIONS IN SUMMARY (FIRST READING)
  - 16-A. An ordinance approving an agreement with The Pest Pros Inc. for pest control services citywide in an amount not to exceed \$40,000.00 annually for the General Services Department.
  - 16-B. An ordinance approving Amendment No. 4 to the agreement with Digital Engineering and Imaging, Inc. dated May 13, 2019 regarding professional services associated with design and construction of a new Fire Station 38 to increase the not to exceed agreement amount by \$98,000.00.
  - 16-C. An ordinance authorizing the purchase of five (5) 2026 Dodge Durango Police Pursuit Vehicles from Kirk Auto Group in the amount of \$254,985.00 for the Kenner Police Department.
  - 16-D. An ordinance approving Amendment No. 1 to the agreement with BLD Services, LLC, dated June 16, 2025 for preventative maintenance of existing sanitary and storm sewers to increase the not to exceed amount by \$400,000.00 annually for a new not to exceed amount of \$1,150,000.00 annually for the Department of Wastewater.
  - 16-E. An ordinance approving Amendment No. 1 to the agreement with DXP Enterprises, Inc. d/b/a Delta Process dated October 21, 2025 to provide Gorman Rupp Pump and accessories on an as needed basis, to increase the agreement amount by \$200,000.00 for a new not to exceed amount of \$400,000.00 for the Department of Wastewater.
17. REPORTS FROM THE COUNCIL AND/OR SPECIAL COMMITTEES
18. NEW BUSINESS
19. UNFINISHED BUSINESS AND/OR MOTIONS TO RECONSIDER OR REMOVE FROM A TABLED POSITION
20. PERSONS WISHING TO ADDRESS THE COUNCIL ON SPECIAL SUBJECT MATTERS
21. MOTION TO ADJOURN

**ACCESSIBILITY NOTICE**

In accordance with provisions of the American with Disabilities Act Amendments Act of 2008, as amended, the City of Kenner shall not discriminate against individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to [legal@kenner.la.us](mailto:legal@kenner.la.us) or by calling (504) 468-4080 at least forty-eight ( 48) hours in advance or as soon as practical. A seventy- two (72) hour advanced notice is required to request Certified ASL interpreters.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Legal Email: mayor; Natalie Newton](#)  
**Subject:** Online Form Submittal: Public or Private Gathering Permit Application  
**Date:** Tuesday, December 23, 2025 12:44:24 PM

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[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

## Public or Private Gathering Permit Application

**Public or Private Gathering Permit**  
To apply for a Public or Private Gathering Permit in the City of Kenner, please complete the following application form. Ensure all required information is provided to facilitate prompt processing.

To help ensure a smooth process and allow time to address any questions or concerns, we kindly recommend **beginning the permitting process at least 60 days (2 months) before your event**. Submitting early is in everyone’s best interest and helps us better serve you and the public.

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**Application Fee & Billing**  
A **non-refundable \$10 application fee** is required to initiate routing and administrative review of your permit request.

Additional fees—such as permit charges, facility rentals, or public safety support—**will be calculated based on your application** and invoiced separately after departmental review. Payment instructions will be provided once your total fees are finalized.

**Note:** No permit will be issued until all applicable fees are paid in full.

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**Kenner Code of Ordinances**      [Kenner Code of Ordinances: Permits for Public Gatherings](#)

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Is your event open to the public, advertised or promoted to the public, or is it by invitation only (e.g., private company or family function)?	Invitation Only (private event)
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(Section Break)

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Corporation or Entity	I am registering my event as an individual.
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Name of Person Responsible (Primary Contact)	Christine Hurlbut
Address	54 Madrid Avenue
City	Kenner
State	LA
Zip Code	70065
Phone Number	5042513139
Email Address	dpca.kenner@gmail.com
Is this a non-profit / tax-exempt organization?	Yes
Please state intended use of proceeds (must be used exclusively for charitable purposes):	NO PROCEEDS - Parade Afterparty
Does your organization hold tax – exempt status under IRS Code 501 (C)?	Yes
Upload copy of IRS exemption under IRS Code 501 (C)	<a href="#">DPCA 501c3 Letter - 2.23.23 (1).pdf</a>
Is this a church or school?	No
Louisiana Secretary of State	<a href="#">SOS2025.pdf</a>
(Section Break)	
General Information	
Please state the purpose of the gathering	AfterParty / Block Party for the King and Queen of the Driftwood Parade
Requested Start Date of Event	1/24/2026

Event End Date	1/24/2026
Request Time(s) of Event:	5:00 PM - 9:00 PM
If your event extends over multiple days, please provide a schedule:	<i>Field not completed.</i>
List all foods and beverage items that will be available for free or purchased during the event	Free - Labellas catering will handle food prep and service - King Cakes . Desserts , Sodas, Beer and Wine
Are these food/drink items being sold at the event?	No (food/drinks are free)
Will the food items be cooked on-site?	No
Will alcoholic beverages be served?	Yes
Will alcoholic beverages be sold?	No
(Section Break)	
Location of Proposed Gathering	
Event Location:	Private Property (e.g., business, school, parking lot), Public Property (e.g., park, street, city facility)
Name of Facility	Coronado Ave - Gelpi
Facility Owner	Sid and Debbie Bulliard
Address of Facility	53 Coronado Ave
City	Kenner
State	LA
Zip Code	70065
Number of People (including participants)	100

Will there be a gate/ticket charge?	No
Total anticipated gross income (\$)	0
If the requested Public Gathering is to be held in a building, is building approved for occupancy?	N/A
Is there an occupational license?	N/A
Will any portion of the event be held in a tent?	No
Will any portion of the event take place in the proposed location's parking lot?	No
Will there be inflatables and/or bounce houses?	No
(Section Break)	
Amusement Rides	
Will there be amusement rides?	No
(Section Break)	
Street Closures/Block Party	
Is there a request to have a public street closed?	Yes
If yes, please indicate the street names where the closure is being requested	53 Coronado - Gelpi Ave. We would like to barricade the street from 54/55 Coronado to 50/51 Coronado. Gelpi will be open.
(Section Break)	
Block Party Affidavit	I understand.
(Section Break)	

Insurance Requirements:	I understand
(Section Break)	
Police Detail Requirements:	I understand that once my application is submitted, I must contact the Kenner Police Department Detail Office — Lt. Tusa at ltusa@kennerpd.com (504-712-2401) or Sgt. Verdun at sverdun@kennerpd.com (504-712-2219) — to determine if a police detail is required for my event.
(Section Break)	
Acknowledgement:	I understand that submission of this application does not guarantee approval; that private events on public property will be reviewed administratively; that public gatherings may require City Council approval; and that I am responsible for complying with all City ordinances, safety requirements, and permit conditions.
(Section Break)	
Electronic Signature Agreement	I agree.
Date	12/23/2025
Electronic Signature	Christine Hurlbut

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Legal Email; mayor; Natalie Newton](#)  
**Subject:** Online Form Submittal: Public or Private Gathering Permit Application  
**Date:** Monday, January 5, 2026 9:55:59 AM

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[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Public or Private Gathering Permit Application

**Public or Private Gathering Permit**  
To apply for a Public or Private Gathering Permit in the City of Kenner, please complete the following application form. Ensure all required information is provided to facilitate prompt processing.

To help ensure a smooth process and allow time to address any questions or concerns, we kindly recommend **beginning the permitting process at least 60 days (2 months) before your event**. Submitting early is in everyone’s best interest and helps us better serve you and the public.

**Application Fee & Billing**  
A **non-refundable \$10 application fee** is required to initiate routing and administrative review of your permit request.

Additional fees—such as permit charges, facility rentals, or public safety support—**will be calculated based on your application** and invoiced separately after departmental review. Payment instructions will be provided once your total fees are finalized.

**Note:** No permit will be issued until all applicable fees are paid in full.

**Kenner Code of Ordinances**      [Kenner Code of Ordinances: Permits for Public Gatherings](#)

**Is your event open to the public, advertised or promoted to the public, or is it by invitation only (e.g., private company or family function)?**      Open to the Public

(Section Break)

**Corporation or Entity**      Entity (non-incorporated entities)

Name of Person Responsible (Primary Contact)	Heidi Glorioso
Entity Name	City of Kenner
Address	1801 Williams Boulevard
City	Kenner
State	Louisiana
Zip Code	70062
Phone Number	504-468-7231
Email Address	hglorioso@kenner.la.us
Is this a non-profit / tax-exempt organization?	Yes
Please state intended use of proceeds (must be used exclusively for charitable purposes):	To fund additional free community events
Does your organization hold tax – exempt status under IRS Code 501 (C)?	Yes
Upload copy of IRS exemption under IRS Code 501 (C)	<a href="#">1. City of Kenner Tax Documents (2023).pdf</a>
Is this a church or school?	No
Louisiana Secretary of State	<a href="#">Friends of Rivertown-Secretary of State Report.pdf</a>
(Section Break)	
General Information	
Please state the purpose of the gathering	Annual celebration of Lundi Gras incorporating a second line parade with the Krewe of Argus and Zulu, live music, food vendors, arts and crafts, and a wagon float parade for children.
Requested Start Date	2/16/2026

of Event

Event End Date 2/16/2026

Request Time(s) of Event: 11:00 AM - 3:00 PM

If your event extends over multiple days, please provide a schedule: *Field not completed.*

List all foods and beverage items that will be available for free or purchased during the event hamburgers, hotdogs, chicken, jambalaya, BBQ, soda, beer, water

Are these food/drink items being sold at the event? Yes

Will the food items be cooked on-site? Yes

Upload a diagram of cooking equipment and/or generator placement [Layout \(PGP\).JPG](#)

Will alcoholic beverages be served? Yes

Will alcoholic beverages be sold? Yes

Do you have a state license number? No

Have you applied for a City of Kenner Temporary Alcohol Permit (Special Events – 501(c) Nonprofits Only) Yes

Electronic Signature Agreement I agree.

Electronic Signature	Heidi R. Glorioso
(Section Break)	
Location of Proposed Gathering	
Event Location:	Public Property (e.g., park, street, city facility)
Name of Facility	Parking Lot of 400 Block of Williams Blvd.
Facility Owner	City of Kenner
Address of Facility	400 Williams Blvd.
City	Kenner
State	Louisiana
Zip Code	70062
Number of People (including participants)	1000
Will there be a gate/ticket charge?	No
Total anticipated gross income (\$)	\$8,000 (concession sales & vendor fees)
If the requested Public Gathering is to be held in a building, is building approved for occupancy?	N/A
Is there an occupational license?	N/A
Will any portion of the event be held in a tent?	Yes
Tent size/type	10x10'
Will any portion of the event take place in the proposed location's parking lot?	Yes
Will there be inflatables and/or bounce houses?	No

Upload a site layout      Layout (PGP)\_1.JPG

(Section Break)

Amusement Rides

Will there be amusement rides?      No

(Section Break)

Street Closures/Block Party

Is there a request to have a public street closed?      Yes

If yes, please indicate the street names where the closure is being requested      300-500 block of Williams Boulevard (from Kenner Avenue to Rev. Richard Wilson Drive)

(Section Break)

Block Party Affidavit      I understand.

(Section Break)

Insurance Requirements:      I understand

(Section Break)

Police Detail Requirements:      I understand that once my application is submitted, I must contact the Kenner Police Department Detail Office — Lt. Tusa at ltusa@kennerpd.com (504-712-2401) or Sgt. Verdun at sverdun@kennerpd.com (504-712-2219) — to determine if a police detail is required for my event.

(Section Break)

Acknowledgement:      I understand that submission of this application does not guarantee approval; that private events on public property will be reviewed administratively; that public gatherings may require City Council approval; and that I am responsible for complying with all City ordinances, safety requirements, and permit conditions.

(Section Break)

Electronic Signature Agreement      I agree.

1/5/2026

Date

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Electronic Signature	Heidi R. Glorioso
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Email not displaying correctly? [View it in your browser.](#)

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. 14,009 ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE CITY OF KENNER, STATE OF LOUISIANA, NORTH 1300 BLOCK VETERANS BOULEVARD ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, AND AIRPORT MOTEL, L.L.C., RELATING TO THE LEVY, COLLECTION, USE AND APPLICATION OF A TWO PERCENT (2%) SALES AND USE TAX AND A TWO PERCENT (2%) HOTEL OCCUPANCY TAX LEVIED IN SAID DISTRICT, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

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WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.) (the "Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and,

WHEREAS, La. R.S. 33:9038.39 further permits such economic development districts to levy sales and use taxes at a rate up to two percent (2%) and hotel occupancy taxes at a rate up to two percent (2%) for authorized purposes; and,

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and,

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and,

WHEREAS, Subpart A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, et seq.) (the "Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and,

WHEREAS, under the Local Services Law, such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements; and,

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, et seq.) (the "Cooperative Economic Development Law"), provides that local governmental subdivisions (including municipalities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and,

WHEREAS, by Ordinance No. 10,980 adopted on September 17, 2015, the governing authority of the City of Kenner, State of Louisiana (the "City") created the North 1300 Block Veterans Boulevard Economic Development District, State of Louisiana (the "District"), in accordance with La. R.S. 33:9038.32; and,

WHEREAS, pursuant to La. R.S. 33:9038.39, the District, acting through the City Council of the City, as its governing authority, adopted ordinances on February 18, 2022, levying an additional sales and use tax of two percent (2.00%) in the District (the "EDD Sales and Use Tax") and an additional hotel occupancy tax of two percent (2.00%) in the District (the "EDD Hotel Occupancy Tax," and together with the EDD Sales and Use Tax the "EDD Taxes"), and designating the full amount of the EDD Taxes as the tax increments in the District from which local tax increments will be determined and used to finance economic development projects in the City in accordance with and as authorized by Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended; and,

WHEREAS, pursuant to La. R.S. 33:9038.39, the City Council, as the governing authority for the City and the District, adopted Ordinance No. 11,966 authorizing the execution of a Cooperative Endeavor Agreement by and among the City, the District and Airport Motel, L.L.C. (the "Company"), relating to the levy, collection, use and application of the EDD Taxes; and,

WHEREAS, on April 1, 2022, the City, the District and the Company entered into a Cooperative Endeavor Agreement (the "Original CEA") relating to the levy, collection, use and application of the EDD Taxes in connection with the construction of infrastructure and other capital costs relating to a hotel development to be constructed by the Company in the District; and,

WHEREAS, the Original CEA provided for the reimbursement of eligible project costs associated with the Tru Hotel Project, together with related site work, parking, utilities, landscaping and other associated improvements, and further provided that the Company may request that the City and the District reimburse the Company for the costs of one or more future projects within or about the District, subject to the discretionary approval of the City and the District; and,

WHEREAS, the Company has requested that the City and the District approve the addition of two (2) new hotel projects within the District, namely (i) the Marriott Project, consisting of a Marriott-branded Courtyard or Residence Inn hotel, and (ii) the Staybridge Project, consisting of a Staybridge Suites hotel, each together with related site work, parking, utilities, landscaping and other associated improvements; and,

WHEREAS, the City, the District and the Company desire to amend the Original CEA to add the Marriott Project and the Staybridge Project, and to update the Tru Hotel Project budget; and,

WHEREAS, the City and the District find that the Projects constitute or support Economic Development Projects under the Act and that the use of Net Revenues of the EDD Taxes to reimburse eligible and specifically approved costs will result in public benefits, with adequate reciprocal obligations and safeguards consistent with Article VII, Section 14 of the Louisiana Constitution.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: Adoption of Findings. All of the above "Whereas" clauses are adopted as part of this ordinance.

SECTION TWO: Authorization of Officers. As governing authority of the City, this City Council hereby authorizes, empowers and directs the Mayor, with the attestation of the Clerk of Council, to execute, for and on behalf of the CITY, the Amendment to the CEA, to be substantially in the form and to contain substantially

the terms and provisions set forth in the Amended and Restated CEA attached hereto as Exhibit A, with such changes as may be approved by said officer upon the advice of counsel.

SECTION THREE: As governing authority of the District, this City Council further authorizes, empowers and directs the Mayor and the President of the Council, with the attestation of the Clerk of Council, to execute the aforesaid Amended and Restated CEA for and on behalf of the DISTRICT.

SECTION FOUR: Severability. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications, and to this end the provisions of this ordinance are hereby declared severable.

SECTION FIVE: Repealer. All ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION SIX: Publication; Effective Date. This ordinance shall be published one time in the official journal of the City and, as provided by Section 2.19 of the Kenner City Charter, shall become effective ten (10) days after publication. Exhibit A to this ordinance (form of Amended and Restated CEA) need not be published if it is stated in the publication that such exhibit is available for public inspection at the office of the Clerk of the Council during regular business hours.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINED:

THIS ORDINANCE WAS DECLARED ADOPTED ON THE \_\_\_\_ DAY OF JANUARY, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted and Sponsored by: Kristi K. McKinney, Councilwoman At Large – Division A

## **FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT**

This First Amendment to Cooperative Endeavor Agreement (this “Amendment”) is made and entered into as of this \_\_\_ day of January, 2026 (the “Amendment Effective Date”), by and among:

**CITY OF KENNER, STATE OF LOUISIANA** (the “City”), a political subdivision of the State of Louisiana, represented and appearing herein through Michael J. Glaser, Mayor, and Natalie Hall Tartaglia, Clerk of the Council, both duly authorized hereunto by virtue of Ordinance No. [\*] adopted by the governing authority of the City on [\*], whose mailing address is 1801 Williams Boulevard, Kenner, Louisiana 70062;

**NORTH 1300 BLOCK VETERANS BOULEVARD ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA** (the “District”), a political subdivision of the State of Louisiana, represented and appearing herein through Michael J. Glaser, Mayor of the City of Kenner, State of Louisiana, Brian Brennan, President of the Kenner City Council, and Natalie Hall Tartaglia, Clerk of the Council, each duly authorized hereunto by virtue of Ordinance No. [\*] adopted by the governing authority of the District on [\*], whose mailing address is 1801 Williams Boulevard, Kenner, Louisiana 70062; and

**AIRPORT MOTEL, L.L.C.** (the “Company”), a Louisiana Limited Liability Company duly authorized to do business in the State of Louisiana, appearing herein through Arvind N. “Mike” Vira, its sole member and Manager, duly authorized hereunto by virtue of that Certificate of Authority executed on or about [\*], whose mailing address is 1300 Veterans Memorial Blvd., Kenner, Louisiana 70062.

The City, the District and the Company are sometimes referred to collectively as the “Parties” and individually as a “Party.”

## **RECITALS**

WHEREAS, the Parties entered into that certain Cooperative Endeavor Agreement dated April 1, 2022 (the “CEA”), relating to the levy, collection, use and application of the EDD Taxes (as defined in the CEA) collected in the District; and

WHEREAS, the CEA sets forth the terms and conditions under which the Net Revenues of the EDD Taxes shall be used to reimburse the Company for certain infrastructure and other development costs associated with the construction of a multi-hotel complex to be constructed by the Company in or adjoining the District, including the development and construction of a four-story, 117-room Tru Hotel, together with related site work, parking, utilities, landscaping and other associated improvements, as more particularly described in Exhibit B to the CEA; and

WHEREAS, the CEA further contemplates that the Company may seek reimbursement for one or more Future Projects (as defined in the CEA) constituting Economic Development Projects within the District or reasonably proximate to the District; and

WHEREAS, the Company has requested that the City and the District approve the addition of two new hotel projects within or adjoining the District, namely a Marriott-branded Courtyard or Residence Inn hotel and a Staybridge Suites-branded hotel, together with related site work, parking, utilities, landscaping and other associated improvements, and to amend the original budget and reimbursement cap for the Tru Hotel Project to reflect the current projected costs of development and construction; and

WHEREAS, the City and the District find that the Tru Hotel Project, the Marriott Project and the Staybridge Project (collectively, the “Projects”) constitute or support Economic Development Projects under the Act and that the use of Net Revenues of the EDD Taxes to reimburse eligible and specifically approved costs of the Projects will result in public benefits, with adequate reciprocal obligations and safeguards consistent with Article VII, Section 14 of the Louisiana Constitution.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the CEA and in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Defined Terms; Effect of Amendment.** Capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in the CEA. Except as expressly amended by this Amendment, the CEA remains unmodified and in full force and effect. From and after the Amendment Effective Date, the term “Agreement” in the CEA shall mean the CEA as amended by this Amendment.

**2. Amendments to Definitions in Section 1.01; New Definitions.**

- a. Section 1.01 of the CEA is hereby amended to delete the definitions of “Cost of the Initial Project” and “Initial Project” in their entirety and replace them with the following:

“**Cost of the Initial Project**” shall mean the aggregate amount of project costs of the Initial Project that are eligible for reimbursement under this Agreement, not to exceed the aggregate reimbursement amounts set forth for the Tru Hotel Project, the Marriott Project and the Staybridge Project in Exhibits B, C and D, respectively.

“**Initial Project**” shall mean the construction of infrastructure and other capital costs relating to the multi-hotel complex to be constructed by the Company after the Effective Date and consisting of the Tru Hotel Project, the Marriott Project and the Staybridge Project in or adjoining the District.

- b. Section 1.01 of the CEA is amended to add the following new definitions:

“**Tru Hotel Project**” shall mean the development and construction of the four-story, 117-room Tru Hotel, together with related site work, parking, utilities, landscaping and other associated improvements, as further described in Exhibit B.

**“Marriott Project”** shall mean the development and construction of a Marriott-branded hotel, either a Marriott Courtyard or a Marriott Residence Inn, together with related site work, parking, utilities, landscaping and other associated improvements, as further described in Exhibit C.

**“Staybridge Project”** shall mean the development and construction of a Staybridge Suites hotel, together with related site work, parking, utilities, landscaping and other associated improvements, as further described in Exhibit D.

c. Clarification to “Future Project.”

The definition of “Future Project” in Section 1.01 of the CEA is amended by adding the following sentence at the end thereof: “For the avoidance of doubt, the Tru Hotel Project, the Marriott Project and the Staybridge Project are part of the Initial Project and shall not be treated as Future Projects for purposes of this Agreement.”

3. **Exhibits.** Exhibit B to the CEA is deleted in its entirety and replaced with Exhibit B attached to this Amendment. Furthermore, the CEA is hereby amended to add Exhibit C (Marriott Project) and Exhibit D (Staybridge Project), in the forms attached to this Amendment. All references in the CEA to Exhibit B as the sole exhibit describing the Initial Project and the Cost of the Initial Project shall be deemed, from and after the Amendment Effective Date, to refer, as applicable, to Exhibits B, C and D.

4. **Miscellaneous.**

a. No Other Amendments. Except as expressly provided in this Amendment, all terms, conditions and provisions of the CEA remain unchanged and in full force and effect and are hereby ratified and confirmed by the Parties.

b. Conflict. In the event of any conflict between the provisions of the CEA and the provisions of this Amendment, the provisions of this Amendment shall control.

c. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Louisiana.

d. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic transmission shall be deemed original signatures for all purposes.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Amendment Effective Date in the presence of the undersigned competent witnesses.

CITY OF KENNER,  
STATE OF LOUISIANA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk of the Council

NORTH 1300 BLOCK VETERANS BOULEVARD  
ECONOMIC DEVELOPMENT DISTRICT,  
STATE OF LOUISIANA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor, City of Kenner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President, Kenner City Council

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk of the Council

AIRPORT MOTEL, L.L.C.

By: \_\_\_\_\_  
Name: Arvind N. “Mike” Vira  
Title: Manager

**EXHIBIT B**  
**to Cooperative Endeavor Agreement (as amended)**

**TRU HOTEL PROJECT**  
**DESCRIPTION AND PROJECT BUDGET**

Project Description

The Tru Hotel Project is for the construction of a four-story, 117-room TRU Hotel at 1300 Veterans Memorial Boulevard in Kenner, Louisiana, on the 4.88 acres parcel described in Exhibit A. The TRU Hotel will be located adjacent to the existing Holiday Inn Airport hotel. Together, with the Marriott Project and the Staybridge Project, the hotels will comprise the North 1300 Block Veterans Boulevard Economic Development District (the “District”). The District was created to incentivize investments in infrastructure and developments without increasing taxes to the residents of the City of Kenner.

The City of Kenner will levy an additional 2% sales tax and 2% hotel occupancy tax on hotel guests and sales within the District. Tax proceeds will be reimbursed to the project owner for actual costs of the project incurred from the effective date of the Cooperative Endeavor Agreement (“CEA”) between the project owner and the City of Kenner. The total project costs are \$15,625,000. TIF proceeds of \$4,000,000 will be reimbursed to the project owner pursuant to the schedule and other terms and conditions of the CEA.

Project Budget

Acquisition of Land	\$3,000,000
Hotel Construction	\$9,500,000
Parking Lot, Landscaping	\$125,000
F, F and E	\$3,000,000

Hotel Information

The TRU Hotel will be conveniently located off I-10 and less than 1 mile to Louis Armstrong International Airport. It is close to Kenner businesses and a short drive from Metairie and Downtown New Orleans. TRU Hotel is a Hilton brand launched in 2016 targeting business and pleasure travelers alike. The TRU Hotel in Kenner will feature a large, central lobby divided into sections for eating, working, playing, and lounging. The hotel will offer amenities including complimentary high-speed Internet, an airport shuttle service, parking, fitness center, and microwaves and refrigerators in all guest rooms. There will be a limited selection of food and beverage options.

**EXHIBIT C**  
**to Cooperative Endeavor Agreement (as amended)**

**MARRIOTT PROJECT**  
**DESCRIPTION AND PROJECT BUDGET**

Project Description

The project is for the development and construction of a Marriott-branded hotel, either a Marriott Courtyard or a Marriott Residence Inn, at or about 1300 Veterans Memorial Boulevard in Kenner, Louisiana, together with related site work, parking, utilities, landscaping and other associated improvements. The Marriott Project will be located within or adjoining the District described in Exhibit A to the Agreement and will complement the existing Holiday Inn Airport hotel and the Tru Hotel Project and the Staybridge Project as part of a multi-hotel complex.

The total project costs are \$16,125,000. TIF proceeds of \$4,000,000 will be reimbursed to the project owner pursuant to the schedule and other terms and conditions of the CEA.

Project Budget

Acquisition of Land	\$3,000,000
Hotel Construction	\$10,000,000
Parking Lot, Landscaping	\$125,000
F, F and E	\$3,000,000

**EXHIBIT D**  
**to Cooperative Endeavor Agreement (as amended)**

**STAYBRIDGE PROJECT**  
**DESCRIPTION AND PROJECT BUDGET**

Project Description

The project is for the development and construction of a Staybridge Suites hotel at or about 1300 Veterans Memorial Boulevard in Kenner, Louisiana, together with related site work, parking, utilities, landscaping and other associated improvements. The Staybridge Project will be located within or adjoining the District described in Exhibit A to the Agreement and will complement the existing Holiday Inn Airport hotel, the Tru Hotel Project and the Marriott Project as part of the multi-hotel complex.

The total project costs are \$12,000,000. TIF proceeds of \$4,000,000 will be reimbursed to the project owner pursuant to the schedule and other terms and conditions of the CEA

Project Budget

Hotel Construction	\$9,000,000
Parking Lot, Landscaping	\$150,000
F, F and E	\$2,850,000

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## **COOPERATIVE ENDEAVOR AGREEMENT**

dated April 1, 2022

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by and among

the City of Kenner, State of Louisiana,

North 1300 Block Veterans Boulevard Economic Development District,  
State of Louisiana

and

Airport Motel, L.L.C.

---

relating to the levy, collection, use and application of a  
2.00% Sales and Use Tax and a  
2.00% Hotel Occupancy Tax in the  
North 1300 Block Veterans Boulevard Economic Development District,  
State of Louisiana

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## COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated and effective April 1, 2022, is by and among:

**CITY OF KENNER, STATE OF LOUISIANA** (the "City"), a political subdivision of the State of Louisiana, represented and appearing herein through E. "Ben" Zahn, III, Mayor, and Natalie Hall, Clerk of the Council, both duly authorized hereunto by virtue of Ordinance No. 11,966 adopted by the governing authority of the City on February 18, 2022, whose mailing address is 1801 Williams Boulevard, Kenner, Louisiana 70062;

**NORTH 1300 BLOCK VETERANS BOULEVARD ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA** (the "District"), a political subdivision of the State of Louisiana, represented and appearing herein through E. "Ben" Zahn, III, Mayor of the City of Kenner, State of Louisiana, Brian Brennan, President of the Kenner City Council, and Natalie Hall, Clerk of the Council, each duly authorized hereunto by virtue of Ordinance No. 11,966 adopted by the governing authority of the District on February 18, 2022, whose mailing address is 1801 Williams Boulevard, Kenner, Louisiana 70062;

**WHO DECLARED** that they are each a political subdivision of the State of Louisiana and desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, The Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*), by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth, with

**AIRPORT MOTEL, L.L.C.** (the "Company"), a Louisiana Limited Liability Company duly authorized to do business in the State of Louisiana, appearing herein through Arvind N. "Mike" Vira, its sole member and Manager, duly authorized hereunto by virtue of that Certificate of Authority executed on or about March 31, 2022, whose mailing address is 1300 Veterans Memorial Blvd., Kenner, Louisiana 70062.

## WITNESSETH

**WHEREAS**, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*) (the "Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

**WHEREAS**, pursuant to the Act, the City, acting through its governing authority, adopted Ordinance No. 10,980, on September 17, 2015, creating the District, in accordance with La. R.S. 33:9038.32, with boundaries as set forth on Exhibit A hereto, from which District local and State sales tax and hotel occupancy tax increments are expected to be determined and used to fund the North 1300 Block Veterans Boulevard Economic Development District Trust Fund (the "Trust Fund"); and

**WHEREAS**, La. R.S. 33:9038.39 further permits such economic development districts to levy sales and use taxes and hotel occupancy taxes at a rate up to two percent (2%) for authorized purposes and in accordance therewith the District, acting through the City Council of the City, as its governing authority, adopted ordinances on February 18, 2022, levying an additional sales tax of two percent (2.00%) in the District (the "EDD Sales and Use Tax") and further levying an additional hotel occupancy tax of two percent (2.00%) in the District (the "EDD Hotel Occupancy Tax," and together with the EDD Sales and Use Tax the "EDD Taxes"); designating the full amount of the EDD Taxes as the tax increments in the District from which local tax increments will be determined and used to

finance economic development projects in the City in accordance with and as authorized by Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended; and

**WHEREAS**, the proceeds of the EDD Taxes (after paying the reasonable and necessary costs and expenses of collection and administering the EDD Taxes), will be paid into the North 1300 Block Veterans Boulevard Economic Development District Trust Fund established pursuant to La. R.S. 33:9038.34(O) (the "Trust Fund") and are dedicated and will be used to pay the costs of economic development projects, as defined in the Act, particularly in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36 in the City but not necessarily within the District; and

**WHEREAS**, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

**WHEREAS**, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, *et seq.*) ("The Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

**WHEREAS**, under The Local Services Law such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements; and

**WHEREAS**, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, *et seq.*) (the "Cooperative Economic Development Law"), provides that local governmental subdivisions (including municipalities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law;

**NOW, THEREFORE**, the City, the District and the Company each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

## **ARTICLE I**

### **DEFINITIONS**

**SECTION 1.01. Definitions.** The following terms shall, for purposes of this Agreement, have the following meanings:

**"Act"** shall mean Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*).

**"Administrative Charge"** shall mean \$2,500 per year, beginning with the City's fiscal year that commences July 1, 2022, which shall be retained by the City's Department of Finance to pay the reasonable expenses of the City and the District related to the administration of this Agreement beginning with said fiscal year commencing July 1, 2022.

**"Agreement"** shall mean this Cooperative Endeavor Agreement dated April 1, 2022, as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

**"Annual Local Base"** shall mean the aggregate amount of EDD Taxes collected by the District during the most recently completed Fiscal Year prior to the Effective Date (i.e. the Fiscal Year ended June 30, 2021), which has been determined to be zero dollars (\$0), since neither of the EDD Taxes were levied during such Fiscal Year.

**"Annual Local Increment"** shall mean the amount by which the EDD Taxes (consisting of both the EDD Hotel Occupancy Tax and the EDD Sales and Use Tax) collected during any Fiscal Year exceeds the Annual Local Base, after the deduction of the Administrative Charge. The Annual Local Increment shall consist of and equal to the aggregate Monthly Local Increment during each applicable Fiscal Year.

**"City"** shall mean the City of Kenner, State of Louisiana.

**"Company"** shall mean Airport Motel, LLC, Louisiana Limited Liability Company, and its successors and assigns.

**"Collector"** shall mean the Jefferson Parish Sheriff or such other person or entity that collects sales taxes and/or hotel occupancy taxes on behalf of taxing authorities in Jefferson Parish.

**"Cost of the Initial Project"** shall mean the sum of \$2,750,000, as detailed on Exhibit B hereto.

**"District"** shall mean the North 1300 Block Veterans Boulevard Economic Development District, State of Louisiana, the boundaries of which are shown on Exhibit A hereto, and any expanded geographical area as the governing authority of the City shall designate by ordinance following the Effective Date in accordance with the Act. Notwithstanding the terms of Section 5.12 hereof, no amendment to this Agreement or to Exhibit A hereto shall be required in the event the City expands the District's boundaries to encompass adjacent areas.

**"Economic Development Project"** shall mean, without limitation, any and all projects suitable to any industry determined by the City and the District, to create economic development, including, without limitation, public works and infrastructure and projects to assist the following industries within the meaning of Article VI, Section 21 of the Louisiana Constitution of 1974:

- (a) Industrial, manufacturing, and other related industries.
- (b) Housing and related industries.
- (c) Hotel, motel, conference facilities, and related industries.
- (d) Commercial, retail, and related industries.
- (e) Amusement, places of entertainment, theme parks, and any other tourism-related industry.
- (f) Transportation-related industries.
- (g) Hospital, medical, health, nursery care, nursing care, clinical, ambulance, laboratory, and related industries.
- (h) Any other industry determined by the local governmental subdivision or issuer of revenue bonds, as appropriate, whose assistance will result in economic development.

**"EDD Hotel Occupancy Tax"** shall mean the 2.00% hotel occupancy tax levied by the District pursuant to Ordinance No. 11,965 adopted by the governing authority of the District on February 18, 2022, and collected on the occupancy of hotel rooms in the District.

**"EDD Sales and Use Tax"** shall mean the 2.00% sales and use tax levied by the District pursuant to Ordinance No. 11,964 adopted by the governing authority of the District on February 18, 2022, and collected on the sale at retail, the use, the lease or

rental, the consumption and storage for use or consumption of tangible personal property and on sales of services in the District, all as defined in the Uniform Local Sales Tax Code (La. R.S. 47:337.1, *et seq.*), as it may be amended from time to time, or any other appropriate provision or provisions of law, as amended.

**"EDD Taxes"** shall mean collectively the EDD Hotel Occupancy Tax and the EDD Sales and Use Tax.

**"Effective Date"** shall mean April 1, 2022, being the date on which the levy of the EDD Taxes becomes effective.

**"Fiscal Year"** means the City's one-year accounting period as determined by the governing authority of the City, currently the year ending June 30 of each year.

**"Future Project"** shall mean any future improvements by the Company within or reasonably proximate to the District, when and if approved for reimbursement in the manner set forth in Section 4.04 below.

**"Initial Project"** shall mean the construction of infrastructure and other capital costs relating to the multi-hotel complex to be constructed by the Company after the date of this Agreement as shown on Page 1 of this Agreement and located in or adjoining the District, as described in Exhibit B hereto.

**"Month"** shall mean a calendar month.

**"Monthly Local Base"** shall mean the monthly amount of EDD Taxes collected by the District from the EDD Taxes prior to the Effective Date, which has been determined to be zero dollars (\$0).

**"Monthly Local Collection"** shall mean the EDD Taxes collected by the District during each Month of the Term.

**"Monthly Local Increment"** shall mean the amount by which the Monthly Local Collection exceeds the Monthly Local Base, after the deduction from the Monthly Local Collection of the Administrative Charge.

**"Net Revenues of the EDD Taxes"** shall mean all revenues of the EDD Taxes received by the District from the Collector, after the deduction of the Administrative Charge.

**"Reimbursement Obligation"** shall mean the obligation of the City and the District to reimburse the Company for the Cost of the Initial Project from the Monthly Local Increment and the Annual Local Increment, as described in Article IV hereof

**"State"** shall mean the State of Louisiana.

**"Term"** shall mean the term of this Agreement as set forth in Section 2.09 hereof.

**"Trust Fund"** shall mean North 1300 Block Veterans Boulevard Economic Development District Trust Fund established pursuant to La. R.S. 33:9038.34(O), which constitutes a special trust fund for the furtherance of economic development projects into which the revenues of the EDD Taxes will be deposited and loaned, granted, donated or pledged in furtherance of economic development projects.

SECTION 1.02. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

## ARTICLE II

### REPRESENTATIONS OF THE CITY AND THE DISTRICT

SECTION 2.01. City and District Authority. The City and the District have all requisite power pursuant to the Act, Article VI, Section 20 and Article VII, Section 14(C)

of the Louisiana Constitution of 1974, the Local Services Law and the Cooperative Economic Development Law to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

SECTION 2.02. Collections. The District and the City both hereby represent that the current internal collection process of the City are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the EDD Taxes.

SECTION 2.03. Accuracy of Base Collections. The City and the District hereby covenant and represent that the Monthly Local Base and Annual Local Base as stated herein are accurate in all material respects.

SECTION 2.04. Pledge and Reimbursement Obligation. The District hereby acknowledges that the Monthly Local Increment and the Annual Local Increment are pledged for their intended purposes and any deviation by the District from the terms of this Agreement could result in a substantial impairment of the District's ability to perform its obligations or to pay the Reimbursement Obligation when due and payable. The District agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably be considered to jeopardize the payment of all requirements of the pledge or the payment of the Reimbursement Obligation.

SECTION 2.05. Scope of Initial Project. The Initial Project will require the Company to incur significant infrastructure and other development costs after the date of this Agreement that are within the scope of the definition of "Economic Development Project" in the Act and will equal or exceed the Cost of the Initial Project as described in Exhibit B hereto.

SECTION 2.06. Public Hearing. The City has (i) conducted a public hearing, (ii) created and designated the District and (iii) on behalf of the City and the District, approved the execution of this Agreement.

SECTION 2.07. No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the District and the City, there is no action suit, investigation or proceeding pending, or threatened, against the District or the City, before any court, arbitrator, or administrative or governmental body, or insurance of operations of the District or the City or which might adversely affect the ability of the District or the City to comply with their respective obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement and the Reimbursement Obligation.

SECTION 2.08. Agreement not Intended to be Indebtedness. Although the City and the District may issue bonds or other indebtedness relating to the District, the essence of the undertakings of the City and the District hereunder is for the City, the District and the Company to work cooperatively for the payment of the costs of Economic Development Projects, as described and defined in the Act. The undertakings of the City and the District described herein do not represent and are not intended to create any indebtedness on the part of the City or the District, since such undertakings of the City and the District do not involve any loan of moneys or assets of the City or the District or *vice versa*, nor the issuance of any indebtedness by the City or the District, but only for the cooperative use of the revenues of the EDD Taxes for the purposes described herein.

SECTION 2.09. Term of this Agreement. This Agreement shall be effective upon execution by all the parties hereto and shall terminate on the **EARLIER** of (i) ninety (90) days after the expiration of the EDD Taxes or (ii) the date of payment to the Company by the City and the District of the full amount of the Reimbursement Obligation.

### ARTICLE III

#### COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this Agreement it is not the intent of the City, the District or the Company to enter into a gratuitous transfer of public funds because such parties expect that acquisition, construction and installation of the Initial Project will be an "Economic Development Project" within the meaning of La. R.S. 33:9038.34, and that they will each

receive something of value in return for the performance of their obligations hereunder, which is:

- (a) in the case of the City, the elimination of blighted and vacant property, promotion of economic development in the City, the creation of jobs, enhancement of the property tax and sales tax base of the City, an increase in the number of hotel rooms available in the City, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City;
- (b) in the case of the District, the elimination of blighted and vacant property, the promotion of economic development in the District, the creation of jobs, the enhancement of the property tax and sales tax base of the District, an increase in the number of hotel rooms available in the District, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the District;
- (c) in the case of the Company, construction of a commercial development consisting of hotel(s) and ancillary facilities and parking, which will result in the creation of jobs, the enhancement of the property tax and sales tax base of the City, and an increase in the number of hotel rooms available in the City.

Additionally, the City, the District and the Company will have reciprocal obligations relating to the satisfaction of the additional requirements set forth herein with respect to the allocation, expenditure and use of the Net Revenues of the EDD Taxes.

The City and the District further find and determine that (a) both the City and the District have the legal authority to enter into this Agreement, (b) the Initial Project will be an Economic Development Project within the meaning of the Act that creates a public benefit, specifically the elimination of blighted and vacant property, the creation of jobs, the enhancement of the property tax, sales tax and hotel occupancy tax base of the City, an increase in the number of hotel rooms available in the District and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City, proportionate to its cost and (c) there is a reasonable expectation on the part of the City and the District of receiving at least equivalent value in exchange for the use of the Net Revenues of the EDD Taxes to reimburse the Company for the Cost of the Initial Project.

SECTION 3.02. Collection Process. The EDD Taxes shall be collected, accounted for and remitted by the Sales Tax Division of the Jefferson Parish Sheriff's Office (or its successor) in the same manner as other sales taxes and hotel occupancy taxes are collected in the City, and shall be deposited by the City on behalf of the District into the Trust Fund immediately upon receipt thereof from the Collector.

SECTION 3.03. Calculations. Collections from the District received in any Month as a result of audits shall be treated as current collections for such Month for purposes of this Agreement.

If it is determined that for any period of time less monies have been transferred than were due, for whatever reason, the District shall direct an adjustment in the Monthly Local Increment, paid into the Trust Fund in order that the shortfall or over-collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety days subsequent to the recalculation giving rise to the need for the adjustment, provided that the District shall not be obligated to use any funds for adjustments other than from Net Revenues of the EDD Taxes.

SECTION 3.04. Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the affected parties hereto, as well as a certificate of the District setting forth a determination by the District that, taking into account all relevant facts and circumstances, including, if and to the extent the District deems appropriate, an opinion of counsel as to legal matters and other consultants and advisors, such action will not have a material adverse effect on the interest of the Company or its assignee in the Reimbursement Obligation.

## ARTICLE IV

### REIMBURSEMENT OF COSTS

SECTION 4.01. Construction and Installation of the Initial Project. (a) The Company has and will use its best efforts to construct the Initial Project. Upon the execution of this Agreement, it is acknowledged by the City and the District that infrastructure relating to the Initial Project, including, without limitation, streets and utilities, has been previously constructed. However, NO costs relating to the Initial Project, will be reimbursed unless such costs are incurred after the effective date of this Agreement as stated on Page 1 hereof.

(b) Actual costs of the Initial Project, not to exceed the Cost of the Initial Project described in Exhibit B, shall be documented to the City by the Company in such form and in sufficient detail to allow the City or its duly appointed representatives, to make an independent determination as to the actual costs incurred or paid by the Company with respect to the Initial Project. Any such documentation shall be accompanied by a sworn statement of an authorized representative of the Company that the actual costs of the Initial Project described in such documentation are true and accurate and are all with respect to the Initial Project. Once such documentation and actual costs have been approved by the City, there shall be no need or obligation of the Company to provide additional requisitions or requests for reimbursement of the amounts so approved, and reimbursement of the approved costs shall continue in the manner set forth in below until a cumulative amount equal to the documented Cost of the Initial Project shall have been paid to the Company in the manner provided in Section 4.03 below.

SECTION 4.02. Expenditure of Funds in Anticipation of Reimbursement. The Company has or shall construct and install the Initial Project at its own expense in consideration and anticipation of the Reimbursement Obligation.

SECTION 4.03. Reimbursement Obligation. The District shall reimburse the Company for the Cost of the Initial Project, as documented and approved in accordance with Section 4.01(b), as follows:

(a) The City, on behalf of the District, shall budget for each Fiscal Year, beginning with the Fiscal Year ending June 30, 2023, the anticipated revenues and expenditures of the EDD Taxes for such Fiscal Year. The City shall retain from the gross revenues of the EDD Taxes an amount equal to the Administrative Charge.

(b) Included in such budget shall be an amount, which shall not exceed the amounts described in Section 4.03(c) below, that the City, on behalf of the District, will pay to the Company as reimbursement for Cost of the Initial Project described in Exhibit B hereto and documented in accordance with Section 4.01(b). If, during the course of a Fiscal Year, the anticipated Net Revenues of the EDD Taxes for such Fiscal Year increase beyond the initial amount budgeted, then such increased revenues and reimbursement amount shall be reflected in a budget amendment, however in no event shall the City or the District be obliged to make any reimbursement payment to the Company during any period in excess of the amounts described in Section 4.03(c) below.

(c) Reimbursement payments shall be made by the City, on behalf of the District, to the Company, on a quarterly basis in arrears, on or about January 1, April 1, July 1 and October 1 of each year, commencing July 1, 2022, in an amount that does not exceed the lesser of:

- (i) (A) From July 1, 2022, through June 30, 2032, one hundred percent (100%) of actual Net Revenues of the EDD Taxes received by the District during such period;
- (B) From July 1, 2032, through June 30, 2042, seventy-five percent (75%) of actual Net Revenues of the EDD Taxes received by the District during such period;

(C) From July 1, 2042, through June 30, 2052, fifty percent (50%) of actual Net Revenues of the EDD Taxes received by the District during such period; or

(ii) For any period, the balance of actual expenditures by the Company for Cost of the Initial Project, that have not previously been reimbursed pursuant to this Section, as documented at least thirty (30) days prior to the applicable reimbursement payment date to the satisfaction of the City in accordance with Section 4.01(b).

(d) Except with respect to approval of any Future Projects, as described below, the City and the District shall have no further Reimbursement Obligations hereunder after such time that a cumulative amount equal to the documented Cost of the Initial Project shall have been paid to the Company under this Section. After a cumulative amount equal to the documented Cost of the Initial Project has been paid to the Company, or beginning with Net Revenues of the EDD Taxes received by the District beginning on July 1, 2052, the City shall retain 100% of the EDD Taxes.

(e) Net revenues of the EDD Taxes in excess of the amounts paid to the Company pursuant to Subsection (c) of this Section may be expended by the City or the District to pay the cost of Economic Development Projects, whether inside or outside of the District, including the cost of public works and infrastructure, or to reimburse the City or the District for any such expenditures paid from other sources after the Effective Date. The City and the District may also use any such excess net revenues to pay the cost of public works and infrastructure outside of the limits of the District, or to pay for the cost of economic development activities conducted by the City or by the Jefferson Parish Economic Development Commission (or its successor), if such improvements or expenses benefit the City and may legally be made by the City or the District.

SECTION 4.04. Future Projects. In addition to the Initial Project described in Exhibit B, the Company may request that the City and the District reimburse it for the cost of one or more other Economic Development Projects within the District or reasonably proximate to the District. In such event, the Company shall submit to the City a written request for reimbursements for such Future Project(s), together with proposed amendment(s) to this Agreement containing a description of such Future Project(s) and the proposed terms of reimbursement. Notwithstanding the foregoing, the City and the District are under no obligation to approve such request, to finance or reimburse the Company for the costs of any such Future Project(s), or to finance or reimburse the Company under the same terms as are agreed to herein with respect to the Initial Project.

SECTION 4.05. Limited Source of Payment of Reimbursement Obligation. The Company hereby recognizes, acknowledges and agrees that the source of payment of the Reimbursement Obligation described in Section 4.03 is limited to the percentages of the Net Revenues of the EDD Taxes set forth in Section 4.03(c) above. The Company shall have no recourse against the City or the District to make reimbursement payments to the Company from any other sources whatsoever, or beyond the percentages set forth in Section 4.03(c) above.

SECTION 4.06. No Repeal of EDD Taxes. For so long as the Reimbursement Obligation is unsatisfied, or until the Termination Date, whichever occurs first, the City and the District pledge not to reduce or repeal the EDD Taxes or take any other action or fail to take any action that would impair the Reimbursement Obligation set forth herein.

SECTION 4.07. Successors and Assigns. The Reimbursement Obligation is an appurtenant benefit running with title to the real estate that makes up the District, and ownership of the Reimbursement Obligation may not be separated from ownership of the real estate that makes up the District without the prior written consent of the City and the District. Notwithstanding the foregoing, the rights of the Company under this Agreement (including the rights to the Reimbursement Obligation) may be assigned by the Company, without the consent of the City or the District, to any entity of which the Company (or its successor) has a majority ownership or controlling interest, provided that ownership of the real estate comprising the District is conveyed to such entity contemporaneously with such assignment. Otherwise, the rights of the Company under this Agreement may not be sold, assigned, assumed or transferred in any manner to or by any other person or

entity, without the prior written consent of the City and the District, and in such case the sale, assignment, assumption or transfer by the Company shall be in writing and shall contain a specific provision that the successor assumes all of the obligations of the Company under this Agreement arising on or after the effective date of such transfer.

## ARTICLE V

### MISCELLANEOUS

SECTION 5.01. Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof, and in particular shall be construed liberally as necessary to protect and further the interests of the owners of any bonds or other obligations issued by the City or the District for the purposes stated herein.

SECTION 5.02. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the parties hereto at the addresses shown in the appearances to this Agreement.

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by email, fax or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

SECTION 5.03. Further Assurances. From time to time hereafter, the City and the District shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling their obligations hereunder. Without limiting the foregoing, within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such parties' knowledge or belief: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid reimbursements for the term of the Agreement or for particular years thereof. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

SECTION 5.04. Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the District, the City or the Company, in the 24th Judicial District Court, Jefferson Parish, Louisiana.

SECTION 5.05. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 5.06. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City or the District, in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No partner, member, shareholder,

officer, director, trustee, beneficiary, employee, agent, contractor or consultant of the Company (disclosed or undisclosed) shall have any personal liability to the City, the District or the City Finance Department or any of their respective successors in interest with respect to the subject matter of this Agreement.

SECTION 5.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 5.08. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 5.09. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 5.10. Payment of Fees of Counsel to the City & District. Simultaneously or prior to delivering its counterpart signature pages to this Agreement, the Company shall remit \$45,000 to Adams and Reese LLP ("Counsel"), in discharge of all remaining fees due and payable to Counsel, as special counsel to the City and the District, in connection with the consultation, negotiation, guidance and preparation of documentation necessary to create the District, reach agreement hereunder with respect to the undertakings of the parties hereto, pursue other incentives and generally oversee and facilitate the culmination of this agreement, as set forth in the Engagement Letter dated June 29, 2015 addressed to and accepted by Airport Motel, L.L.C. through Arvind N. "Mike" Vira. The payment of the amounts described herein to Counsel (together with any amounts paid on or before the effective date of this Agreement), shall discharge all obligations of the Company to pay any and all fees due and payable to Counsel in connection with the creation of the District, the levy of the EDD Taxes, and the approval and execution of this Agreement. The Company acknowledges that Adams and Reese LLP has acted solely as counsel to the City and the District, and that Counsel has not represented, acted or negotiated for or on behalf of, or in any way represented the interests of the Company in the foregoing matters.

SECTION 5.11. Non-shareholder Contributions to Capital. The City hereby designates the EDD Taxes reimbursements paid to the Company pursuant hereto, and each portion thereof, as non-shareholder contributions to capital of the Company pursuant to Section 118 of the Internal Revenue Code of 1986 (and successor provisions thereto) and intends such payments to be a reimbursement for land and/or building costs incurred by the Company in connection with the Initial Project.

SECTION 5.12. Amendment and/or Modification. Neither this Agreement nor any term, provision or exhibit hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an Instrument in writing signed by all of the parties hereto.

THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED in multiple counterparts as of the date aforesaid, in the presence of the undersigned competent witnesses, who hereunto sign their names with the City, the District and the Company.

CITY OF KENNER,  
STATE OF LOUISIANA

ATTEST:

By: Natalie Hall  
Clerk of the Council

By: E. Dan Zeller  
Mayor

(SEAL)

DEVELOPMENT DISTRICT, STATE OF  
LOUISIANA

By: E. Dan Zeller  
Mayor, City of Kenner

ATTEST:

By: Natalie Hall  
Clerk of the Council

By: Theresa M. Hastings  
President, Kenner City Council

(SEAL)

WITNESSES:

Michelle Lowler  
Michelle Lowler  
Theresa M. Hastings  
THERESA M. HASTINGS

AIRPORT MOTEL, L.L.C.

WITNESSES:

Robert L. Seegers, Jr.  
Robert L. Seegers, Jr.  
Sheila Richter  
Sheila Richter

By: Arvind N. Viram  
Title: Arvind N. Viram, Manager

**EXHIBIT A**  
**to Cooperative Endeavor Agreement**

**BOUNDARIES AND MAP OF  
NORTH 1300 BLOCK VETERANS BOULEVARD  
ECONOMIC DEVELOPMENT DISTRICT**

A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN JEFFERSON, PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and any and all rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining in and to the property herein described, situated in the City of Kenner, Parish of Jefferson, State of Louisiana, SECTION NO. 6, KENNER PROJECT, which piece or portion of ground is designated as PLOT 137A according to Ordinance No. 1559 of the Board of Alderman of the City of Kenner, recorded in COB 799, folio 631, Jefferson Parish, Louisiana, and according to a survey of J.J. Krebs & Sons, Inc., Surveyors, dated July 9, 1973, said Plot 137A is more fully described as follows:

A square of ground bounded by Veterans Memorial Boulevard and Bainbridge, Lexington and Mayfield Streets, fronting 599.62 feet on Veterans Memorial Boulevard, 368 feet on Lexington Street, 540.64 feet on Mayfield Street and 372.70 feet on Bainbridge Street and comprising former Lots 9 through 35, Square 137, former Lots 1 through 55, Square 138, and former Hickman Street between Squares 137 and 138 and former Hickman Street between Squares 137 and 138. All as per survey of Krebs, LaSalle, LeMieux Consultants, Inc. dated May 19, 2004, a copy of which is annexed to MOB 4282, page 689, Entry no. 10441515, and attached to Ordinance No. 10,980.

Improvements thereon bear Municipal Number 1300 Veterans Memorial Boulevard, Kenner, Louisiana 70062.

Together with and subject to covenants, easements, and restrictions of record. Said property contains 4.88 acres more or less.



**EXHIBIT B**  
**to Cooperative Endeavor Agreement**

**DESCRIPTION AND INITIAL PROJECT  
AND BUDGET**

Project Description

The project is for the construction of a four-story, 117-room TRU Hotel at 1300 Veterans Memorial Boulevard in Kenner, Louisiana, on the 4.88 acres parcel described in Exhibit A. The TRU Hotel will be located adjacent to the existing Holiday Inn Airport hotel. Together, the hotels will comprise the North 1300 Block Veterans Boulevard Economic Development District (the "District"). The District was created to incentivize investments in infrastructure and developments without increasing taxes to the residents of the City of Kenner.

The City of Kenner will levy an additional 2% sales tax and 2% hotel occupancy tax on hotel guests and sales within the District. Tax proceeds will be reimbursed to the project owner for actual costs of the project incurred from the effective date of the Cooperative Endeavor Agreement ("CEA") between the project owner and the City of Kenner. The total project costs are \$13,000,000. TIF proceeds of \$2,750,000 will be reimbursed to the project owner pursuant to the schedule and other terms and conditions of the CEA.

Project Budget

Acquisition of Land	\$3,000,000
Hotel Construction	\$7,500,000
Parking Lot, Landscaping	\$100,000
F, F and E	\$2,400,000

Hotel Information

The TRU Hotel will be conveniently located off I-10 and less than 1 mile to Louis Armstrong International Airport. It is close to Kenner businesses and a short drive from Metairie and Downtown New Orleans. TRU Hotel is a Hilton brand launched in 2016 targeting business and pleasure travelers alike. The TRU Hotel in Kenner will feature a large, central lobby divided into sections for eating, working, playing, and lounging. The hotel will offer amenities including complimentary high-speed Internet, an airport shuttle service, parking, fitness center, and microwaves and refrigerators in all guest rooms. There will be a limited selection of food and beverage options.

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. 14,010      ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING AN AGREEMENT WITH RAMELLI WASTE, L.L.C. FOR RECYCLING SERVICES WITHIN THE CORPORATE LIMITS OF THE CITY OF KENNER, LOUISIANA FOR A PERIOD OF FIVE (5) YEARS

---

WHEREAS, City of Kenner is a local governmental subdivision of the State of Louisiana chartered pursuant to Article XIV, Section 40 of the Constitution of the State of Louisiana of 1920; and,

WHEREAS, Article VI, Section 4 of the Constitution of the State of Louisiana of 1974 provides that every home rule charter or plan of government existing or adopted when this constitution is adopted shall remain in effect, and that except as inconsistent with this constitution, each local governmental subdivision which has adopted such a home rule charter or plan of governmental shall retain the powers, functions, and duties in effect when this constitution is adopted; and,

WHEREAS, Section 1.04 of the Charter of the City of Kenner provides that the City of Kenner possesses, expressly or impliedly, all right, power and authority to adopt and enforce local police, sanitary and similar regulations, and to and perform all other acts pertaining to its local affairs, property and government, which are necessary, proper or desirable in the legitimate exercise of its corporate powers and municipal functions in promoting the general welfare of its inhabitants; and,

WHEREAS, pursuant to these powers and in accordance with LA R.S. 33:4169.1(A)(3), City of Kenner desires to enter into a time contract with Ramelli Waste, L.L.C. for a non-exclusive franchise to transport, and dispose of garbage and/or trash designated as recycling for a period of five (5) years.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That the agreement with Ramelli Waste, L.L.C. for recycling services within the corporate limits of the City of Kenner for a term of five (5) years is approved.

SECTION TWO: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_ day \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Michael J. Glaser, Mayor

**AGREEMENT  
BY AND BETWEEN  
CITY OF KENNER  
AND  
RAMELLI WASTE, L.L.C.**

**BE IT KNOWN AND REMEMBERED** that this Agreement is made and entered into by and between **City of Kenner** (hereinafter referred to as "City" or "Kenner"), a local governmental subdivision of the State of Louisiana, represented herein by Michael J. Glaser, Mayor, acting pursuant to authorization granted by the Charter of the City of Kenner and City of Kenner Ordinance No. \_\_\_\_\_, and **Ramelli Waste, L.L.C.** (hereinafter referred to as "Contractor"), a limited liability company organized under the laws of the State of Louisiana, represented herein by Robert C. Ramelli, Member, duly authorized to act:

**WITNESSETH**

**WHEREAS**, City is a local governmental subdivision of the State of Louisiana chartered pursuant to Article XIV, Section 40 of the Constitution of the State of Louisiana of 1920; and,

**WHEREAS**, Article VI, Section 4 of the Constitution of the State of Louisiana of 1974 provides that every home rule charter or plan of government existing or adopted when this constitution is adopted shall remain in effect, and that except as inconsistent with this constitution, each local governmental subdivision which has adopted such a home rule charter or plan of government shall retain the powers, functions, and duties in effect when this constitution is adopted; and,

**WHEREAS**, Section 1.04 of the Charter of the City of Kenner provides that City possesses, expressly or impliedly, all right, power and authority to adopt and enforce local police, sanitary and similar regulations, and to do and perform all other acts pertaining to its local affairs, property and government, which are necessary, proper or desirable in the legitimate exercise of its corporate powers and municipal functions in promoting the general welfare of its inhabitants; and,

**WHEREAS**, pursuant to said powers and in accordance with La. R.S. 33:4169.1(A)(1)(a)(b), City desires to enter into an agreement with Contractor for a non-exclusive franchise to engage in the transportation, and disposal of garbage and/or trash designated as recycling within the corporate limits of City for a period of five (5) years with an option for the City to renew for one (1) additional five (5) year term.

**WHEREAS**, the Council of the City of Kenner, acting as the governing authority of City, adopted Ordinance No. \_\_\_\_\_, which approved this Agreement.

**NOW, THEREFORE**, in and for consideration of the foregoing, and the mutual covenants and agreements herein contained, City and Contractor hereby agree as follows:

I. **Agreement Documents**. This Agreement, including any referenced Exhibits; Performance Bond(s); Affidavits; and any Amendments to the foregoing documents as agreed to in writing and duly signed by City and Contractor.

II. **Definitions**: Capitalized terms in this Agreement shall have the following meanings:

- a. **Recycling**: Any process by which non-hazardous solid waste, or material which would otherwise become solid waste, is collected, separated, or processed and reused or returned to use in the form of raw material or products.
- b. **Service Collection**: Contractor's curbside collection of Recyclable Materials from a Service Unit for the transportation to a Materials Recovery Facility (MRF) for processing.
- c. **Collection Hours**: Shall mean the time period during which collection of Recyclable Material is authorized in the City. Contractor shall not start collections before 5:00 a.m. on a collection day or end later than 7:00 p.m. on a collection day.
- d. **Contaminated Material**: Shall mean all material collected by the recycling vehicles that is not considered Recyclable Material as defined in this Agreement. Contaminated Material includes but not limited to: garbage, food waste, food tainted items, pizza boxes, egg cartons, wax-coated cartons, ice-cream cartons, aluminum foil, styrofoam cups and plates, aerosol cans, propane tanks, and helium tanks.
- e. **Hazardous Waste**: Hazardous Waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- f. **Materials Recovery Facility (MRF)**: A recycling facility in which Recyclable Materials are processed.
- g. **Missed Collection**: Shall mean the failure of Contractor to provide recycling collection at a designated collection stop within the Collection Hours on the Scheduled Collection Day.
- h. **Non-Targeted Materials**: Materials that are not Recyclable Materials as defined herein.

- i. Recyclable Materials: The following items are classified as Recyclable Materials under this Agreement: aluminum, steel and tin cans, newspaper and newspaper inserts; magazines and catalogs; all junk mail and envelopes; cardboard; office and school paper (all colors); phone books; cereal and cracker type boxes, brown paper sacks and bags; plastics labeled Nos. 1 and 2, and paper milk cartons. No glass of any kind will be collected.
- j. Scheduled Collection Day: Shall mean the 2<sup>nd</sup> day of the week in which Service Unit's curbside garbage is collected by City's garbage contractor.
- k. Unacceptable Waste: Shall mean Non-Targeted Materials and Hazardous Waste.
- l. City: City of Kenner, Louisiana.
- m. Contractor: Ramelli Waste, LLC.
- n. Council: Governing authority of City of Kenner.
- o. Curbside: Area between the property line and the curb or ditch as may be the case.
- p. Service Unit: A Residential Unit or Small Business Unit for which curbside solid waste garbage collection is provided by City's garbage contractor, Waste Pro LLC.
- q. Residential Unit: Single family and multi-family residential dwelling structures (limited to 4) in which active water service is supplied thereto and which are being billed by Jefferson Parish for solid waste collection service.
- r. Small Business Units: Businesses which are provided curbside solid waste collection by City's garbage contractor. This category does not include businesses serviced by a private solid waste collector.
- s. Roll-out Cart: A quality receptacle constructed of plastic with a capacity of 35-gallons provided to the Service Units by City.
- t. Ownership: All Recyclable Materials including any Contaminated Materials become the property of Contractor when collected from the Service Unit and placed in Contractor's collection vehicle.

**III. Agreement Term.** Unless terminated in accordance with Section IX or X of this Agreement or extended in accordance with this Section, the term of this Agreement shall expire after a period of five (5) years, which shall begin on the date of the last signature to this Agreement as set out below (the "Agreement Term"). The City at its discretion, may by written agreement, extend the term of this Agreement for one (1)

additional five (5) year term.

#### IV. Contractor Operational Obligation.

- a. Collection. Contractor shall provide once weekly curbside Recycling Service to all Service Units issued a recycling roll-off cart on the second collection day of weekly garbage collection. Side-door collection services shall be provided free of charge to qualified handicap residents.
- b. Collection Method. Contractor shall employ single-stream collection of Recyclable Materials, meaning residents will commingle all groups of Recyclable Materials in a lidded, wheeled cart and the Contractor will collect curbside and deliver recycling to a (MRF) business to process the Recyclable Materials.
- c. Collection Containers. Contractor shall order and take delivery of 35-gallon, lidded roll off carts. Contractor will pay 25% of the total cost of the Roll-out carts. Containers will be delivered by Contractor to Service Units as requested. Roll off carts will be the property of City.
- e. Ownership of Recyclable Materials. All Recyclable Materials and unacceptable waste collected curbside shall remain the responsibility and in the ownership of the resident until placed into the Contractor's vehicle.
- f. Procedure for Unacceptable Waste: If Contractor determines that a Service Unit has set out Unacceptable Waste or Non-Targeted Materials, left Recyclable Materials outside of the cart, or has positioned the cart so that it is unreachable, Contractor shall place an "education tag" at the location indicating the reason for which Contractor was unable to service the unit.
- g. Clean Up Responsibilities. Contractor shall adequately clean and remove any Recyclable Material spilled or blown during the course of collection and/or hauling operations as well as any hydraulic or oil spills from the equipment used to collect the recyclables.
- h. Holidays: Contractor shall observe the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.
  - i. For any holiday to be observed, Contractor shall publish at its sole cost and expense any changes in Collection schedules due to observance of said holiday in *The New Orleans Advocate* not less than two (2) times during the week immediately preceding the holiday. The second newspaper notification of changes in the Collection schedule due to the pending holiday shall be published no less than twenty-four (24) hours prior to the observed holiday. Any and all notices referenced in this paragraph shall be pre-approved by the City prior to publication.

- i. Complaints/Missed Pickups. All complaints shall be made through City's website system, linked to Contractor. Each complaint shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall collect missed Recyclable Materials within one business day after the complaint is received, including Saturday.
- j. Publicity, Promotion and Education. The contractor shall publish and distribute public education information, including media content, to the public on as-needed basis, as agreed upon by the City and Contractor.
- k. Collection Vehicles. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. All vehicles and other equipment shall be kept in good repair and appearance at all times. Contractor name and telephone number shall be clearly visible on both the driver and passenger sides of each vehicle.

#### **V. Rates.**

- a. Contractor shall be paid \$3.00 (three dollars) per Service Unit per month which is inclusive of all labor, equipment, materials, collection, hauling, operation, incidentals, overhead, shipping costs, taxes, expenses, and costs of any nature or kind whatsoever for Recycling Service. The total number of Service Units to be paid to Contractor shall be equal to the number of Service Units for which City authorizes payment to City's solid waste garbage contractor per month. The Fee shall not be based on the number of Roll-out carts and/or waste receptacles delivered to Service Units.
- b. Annual Fiscal Year Escalation and De-escalation: The fee provided for in Section V(a) shall be increased or decreased to reflect changes in the cost of doing business annually beginning on February 1, 2027 and on February 1<sup>st</sup> each year after. The Fee adjustment shall be made by using the calculator located at <https://data.bls.gov/cgi-bin/cpicalc.pl>. Fee will be adjusted using the percent of increase or decrease of the Consumer Price Index, All Urban Consumer, All Items (CPI-U) U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics from the period of February of the previous year to January of current year. Under no circumstance shall the adjustment be greater than five (5) percent per annum. Adjustments must be approved by City.
- c. Compensation to Contractor will commence at the end of the first month when recycling services are rendered, necessitating that recycling be physically collected before payment is dispensed to Contractor.

## VI. Performance Assurances.

- a. Missed Collection. A Missed Collection shall be resolved by the next business day, including Saturdays.
- b. Recordkeeping. Contractor shall, upon City request, make reports available monthly to the City setting forth the tonnage of Recyclable Materials collected, and processed under this Agreement, and any complaint resolution reports.
- c. Maintenance of Financial Records and Audit Clause.
  - i. Contractor shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures. Contractor shall retain all of its records and supporting documentation applicable to this Agreement with the City for a period of three (3) years, except as follows:
    - 1. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
    - 2. All such records and supporting documents shall be made available, upon request, for inspection or audit by representatives of City. In the event Contractor's business operations cease to exist, Contractor agrees to turn over to City all of its records relating to this Agreement to be retained by City of the required period.
  - ii. Contractor agrees to permit City or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefore any information City desires concerning Contractor's operations hereunder. City shall provide written notice prior to the execution of the provision. If Contractor or its records and books are not located within Jefferson Parish, in the event of an audit, Contractor agrees to deliver the records or have the records delivered to City's designated representative at an address designated by City within the City of Kenner. If City's designated representative finds that the records delivered by Contractor are incomplete, Contractor agrees to pay City's representative's cost to travel to Contractor's office to audit or retrieve the complete records.
- d. Any requirements of confidentiality contained in the Agreement shall be subject to the Public Records Law (La. R.S.44:1.1, et seq) of the State of Louisiana.

**VII. Non-Exclusivity.** Contractor acknowledges and agrees as follows:

- a. Contractor's rights and obligations conferred and contained herein shall be non-exclusive in nature, and City makes no representations or warranties to the contrary.
- b. The Agreement shall confer only a non-exclusive franchise to Contractor to collect, transport, and dispose of garbage and/or trash designated as recycling in conformity with the requirements of La. R.S. 33:4169.1(A)(1)(a)(b).
- c. City is entitled to contract with other parties for any and all of the Recycling Services herein at any time during the term of this Agreement, including the right to award, assign, discontinue, suspend, and/or transfer any and all of the Recycling Services contained herein at any time during the term of this Agreement.
- d. The City's award, re-assignment, discontinuance, suspension, and/or transfer of any or all Recycling Services contained herein pursuant to paragraph (C) above shall not operate as a termination of the Contract and shall not be considered a breach of this Agreement by City.

**VIII. Insurance and Indemnification.**

- a. **Standard Worker's Compensation Insurance.** Workers Compensation Insurance shall be in compliance with the Workers compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of \$1,000,000. Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.
- b. **Comprehensive General Liability Insurance.** Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Contractor's obligation assumed hereunder, Independent Contractors Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.
- c. **Business Auto Policy.** Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

- d. **City of Kenner as an Additional Insured.** The City of Kenner, its officials, employees, representatives and/or agents must be shown on all liability policies described above as additional insurers. Coverage afforded the City, its officials, employees and representatives and/or agents as an insured applies as primary and not excess or contributing to any other insurance issued in the name of the City. Contractor must obtain "Additional Insured" and "Waiver of Subrogation" from all insurance carriers providing coverage under section B, C, and D. Contractor must obtain "Waiver of Subrogation" from all insurance carriers providing coverage under section A.
- e. **Deductibles and self-insured retentions.** The Contractor shall be responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and accepted by the City of Kenner.
- f. **Primary Insurance.** The Contractor's insurance shall be primary as respects the City of Kenner, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Kenner shall be excess and non-contributory of the Contractor's insurance. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
- g. **Waiver of Subrogation.** Contractor must obtain a "Waiver of Subrogation" from all insurance carriers providing coverage under sections A, B, C, and D in this Article for any and all claims which could be asserted against the City of Kenner, its employees, agents, representatives, officers, directors, elected and appointed officials, representatives and/or agents.
- h. **Insurance Rating.** All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the agreement.
- i. **Waiver of Insurance Requirements.** Notwithstanding anything to the contrary contained herein, the City of Kenner reserves the right at all times, in its discretion, to alter, amend, and/or waive the insurance requirements set forth herein where the insurance carried and/or to be provided by Contractor is deemed reasonable, sufficient and adequate to protect the interests of the City, provided that the City shall take no step to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.
- k. **Bonds:** Performance Bond:

- i. Contractor will be required to furnish corporate surety bonds as security of the performance of this Agreement. Said surety bonds will be no less than \$600,000.
- ii. Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bonds.
- iii. The surety on the bonds shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana with a minimum of an A- or better bond rating in accordance with A.M. Best Rating Classification.

**IX. Termination for Cause.** Either party may terminate the Agreement if the other party fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after sixty (60) day written notice has been provided. City shall pay Contractor all compensation earned prior to the date of the termination minus any damages and cost incurred by City as a result of the breach.

**X. Termination for Convenience.** This Agreement may be terminated, in whole or in part, by City whenever, for any reason, City determines that such termination is in its best interest. Termination of services shall be affected by delivery to the Contractor of a Termination Notice at least sixty (60) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The City will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original agreement price.

**XI. Non-Appropriation.** In the event sufficient funds for the performance of this Agreement are not appropriated or are reappropriated by the City Council of the City of Kenner in any fiscal year covered by this Agreement, this Agreement may be terminated by the City, without penalty by giving notice to Contractor of such facts and City's intention to terminate its financial obligation.

**XII. Assignment and Subcontracting.** Contractor shall not assign, subcontract, convey, or otherwise dispose of this Agreement or permits required for this Agreement without the written permission of the City, which consent shall not be unreasonably withheld.

**XIII. Compliance with Laws, Regulations, and Ordinances.** Contractor shall comply at all times with all applicable local, State, and Federal laws, regulations, ordinances and similar requirements, including all applicable requirements

concerning noise, odors, effluent and emissions, now and thereafter in effect.

**XIV. Force Majeure.** Contractor shall not be liable for failure to perform Contractor's duties if such failure is caused by catastrophe, pandemic, act of war, civil disturbance, act of God, severe weather conditions, or other unforeseeable events. Contractor shall take all such measures as may be necessary to resume services as quickly as possible. Contractor shall take all measures as may be necessary to resume service as quickly as possible should such a failure occur and shall develop contingency plans for such events to ensure any disruption in service is limited.

**XV. Miscellaneous Provisions.**

- a. Applicable Law and Venue: This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.
- b. Payments of Licenses, Permits and Taxes. Contractor shall be solely responsible for the payment of any licenses, permits and taxes required to provide Recycling Services under this Agreement.
- c. Severability. If any provisions of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
- c. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail. Postage prepaid, return receipt requested, or delivered personally to:

City of Kenner  
c/o Chief Administrative Officer  
1610 Reverend Richard Wilson Dr.  
Kenner, Louisiana 70062

WITH A COPY TO

City of Kenner  
c/o City Attorney  
1801 Williams Boulevard  
Building C, Suite 300  
Kenner, Louisiana 70062

Notices should be sent to Contractor at the following address:

Ramelli Waste, L.L.C.  
c/o Robert Ramelli  
7136 Washington Avenue  
New Orleans, Louisiana 70125

Written notices hereunder delivered personally or by certified mail, postage prepaid, return receipt requested, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

- e. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement or any waiver, change, modification or discharge is sought.
- f. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties or between the City and the MRF. The contractor shall at all-times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims which may arise, including Worker's Compensation claims under the Workers Compensation Act of the State of Louisiana or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.
- g. Non-Discrimination Clause. Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; Federal Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975. Contractor

agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and to not discriminate in its employment practices, and that it will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Contract.

- h. Ownership of Records. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of City, and shall, upon request, be returned by Contractor to City, at Contractor's expense, at the termination or the expiration of this Contract. Contractor shall not destroy any records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein until after all records returned to the City.
- i. Entire Contract. This Contract and any exhibits incorporated herein, constitute the entire Contract between the parties with respect to the subject matter hereof and supersedes all prior representations, agreements, and understandings, whether oral or written, between City and Contractor with respect to the subject matter hereof, including, without limitation, all prior drafts of this Contract and all prior drafts of any Appendix to this Contract, and any and all written or oral statements or representations by any official, employee or agent of City by Contractor. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Contract, shall be allowed by City.
- j. Code of Ethics. Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (LSA R.S. 42:1101 *et seq.*, "Code of Governmental Ethics") applies to Contractor in the performance of services and work authorized under this Contract. Contractor agrees to immediately notify City if potential or actual violations of the Code of Governmental Ethics arise at any time during the term of this Contract.
- k. Foreclosure, Condemnation and Receivership: Upon the occurrence of any event which may reasonably lead to the foreclosure or other judicial sale of all or any material part of the equipment or the termination of any lease or mortgage covering all or any material part of the equipment, Contractor shall immediately notify City of such occurrence. In the event that the equipment, or any material part of the equipment, is taken, appropriated or condemned

pursuant to law and the effect of such taking is to materially frustrate or impede the ability of Contractor to carry out its obligations pursuant to the Contract, then City may terminate the Contract, effective upon receipt of City's written notice to Contractor regarding such cancellation.

**XVI. Federal Clauses:** Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

- a. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- b. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- c. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- d. Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).
- e. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 STAT 871).
- f. Contractor certifies that Contractor will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any federal award (Byrd Anti-Lobbying Amendment).
- g. Contractor declares that Contractor, its principles or affiliates (subcontractors), are not currently disqualified as a result of debarment or suspension.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL OF THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN SIGNED ON THE DATES INDICATED BELOW.

WITNESSES:

CITY OF KENNER

\_\_\_\_\_  
Printed Name:

By: \_\_\_\_\_  
Michael J. Glaser, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

WITNESSES:

RAMELLI WASTE, L.L.C.

\_\_\_\_\_  
Printed Name:

By: \_\_\_\_\_  
Robert Ramelli, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following resolution was offered:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION EXERCISING THE THIRD (FINAL) ONE YEAR RENEWAL OF THE SEPTEMBER 1, 2022 AUDIT CONTRACT WITH DUPLANTIER, HRAPMANN, HOGAN AND MAHER, LLP

WHEREAS, section 2.28 of the Kenner City Charter requires the council execute a contract each year with a certified public account for an examination of the accounts of City of Kenner; and,

WHEREAS, on September 1, 2022 the City of Kenner and Duplantier, Hrapmann, Hogan & Maher, LLP entered into an Agreement for auditing services for the Kenner City Council in accordance with Ordinance 12,077 adopted September 1, 2022; and,

WHEREAS, Resolution B-17368, adopted January 11, 2024, approved the first renewal for auditing services for the Kenner City Council for the Fiscal Year 2023-2024; and,

WHEREAS, Resolution B-17456, adopted May 23, 2025, approved the second renewal for auditing services for the Kenner City Council for the Fiscal Year 2024-2025; and,

WHEREAS, the agreement for auditing services with Duplantier, Hrapmann, Hogan & Maher, LLP allows for its third (final) renewal for fiscal year 2025-2026.

THE COUNCIL FOR THE CITY OF KENNER HEREBY RESOLVES:

SECTION ONE: That the third (final) one year renewal of the September 1, 2022 agreement with Duplantier, Hrapmann, Hogan & Maher, LLP for auditing services for the Kenner City Council in fiscal year 2025-2026 is approved.

SECTION TWO: That the President for the Kenner City Council is authorized and empowered to sign any and all documents as may be necessary to fulfill the intent of this resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This resolution was declared adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Kristi K. McKinney, Kenner Council President

**RENEWAL NO. 3 TO THE AGREEMENT**

This Renewal No. 3 to the Agreement (“Renewal”) between City of Kenner (“Kenner”), a local governmental subdivision of the State of Louisiana and Duplantier Hrapmann Hogan & Maher, LLP (“Contractor”) authorized to do business in the State of Louisiana:

**WHEREAS**, Kenner and Contractor entered into an Agreement (“Agreement”) for the council annual audit terminating upon the acceptance of the audit for fiscal year 2022-2023 by the Louisiana Legislative Auditor; and,

**WHEREAS**, Kenner and Contractor entered into the first renewal option in Section 3 of the Agreement extending the Agreement for fiscal year 2023-2024; and,

**WHEREAS**, Kenner and Contractor entered into the second renewal option in Section 3 of the Agreement extending the Agreement for fiscal year 2024-2025; and,

**WHEREAS**, Kenner and Contractor agree to exercise the third (final) renewal option in Section 3 of the Agreement to extend the Agreement for fiscal year 2025-2026; and,

**WHEREAS**, this Renewal was authorized by Council Resolution B-\_\_\_\_\_ adopted on January 23, 2026, in compliance with Kenner Charter Section 2.28.

**NOW, THEREFORE**, Kenner and Contractor agree as follows:

SECTION ONE: That Kenner and Contractor agree to exercise the third (final) renewal of the Agreement for fiscal year 2025-2026, which shall end when the Louisiana Legislative Auditor accepts the audit as set out in Section 3 of the Agreement.

The parties have signed this Renewal to the Agreement on the dates indicated below.

**Duplantier Hrapmann Hogan & Maher LLP**

**City of Kenner**

See electronic signature below

**Lindsay J. Calub, CPA**

\_\_\_\_\_  
**Kristi K. McKinney**  
**Council President**

Date: see electronic date below

Date: \_\_\_\_\_

On motion of Councilmember Scharwath, seconded by Councilmember Willmott, the following resolution was offered:

RESOLUTION NO. B-17456

A RESOLUTION EXERCISING THE SECOND ONE YEAR RENEWAL OF THE SEPTEMBER 1, 2022 AUDIT CONTRACT WITH DUPLANTIER, HRAPMANN, HOGAN AND MAHER, LLP

WHEREAS, section 2.28 of the Kenner City Charter requires the council execute a contract each year with a certified public account for an examination of the accounts of City of Kenner; and,

WHEREAS, on September 1, 2022 the City of Kenner and Duplantier, Hrapmann, Hogan & Maher, LLP entered into an Agreement for auditing services for the Kenner City Council in accordance with Ordinance No. 12,077 adopted September 1, 2022; and,

WHEREAS, on April 3, 2024, the City of Kenner and Duplantier, Hrapmann, Hogan & Maher, LLP entered into the first Renewal for auditing services for the Kenner City Council for the Fiscal Year 2023-2024 in accordance with Resolution B-17368 adopted January 11, 2024; and,

WHEREAS, the agreement for auditing services with Duplantier, Hrapmann, Hogan & Maher, LLP allows for its renewal for fiscal year 2024-2025.

THE COUNCIL FOR THE CITY OF KENNER HEREBY RESOLVES:

SECTION ONE: That the renewal of the September 1, 2022 agreement with Duplantier, Hrapmann, Hogan & Maher, LLP for auditing services in fiscal year 2024-2025 is approved.

SECTION TWO: That the President for the Kenner City Council is authorized and empowered to sign any and all documents as may be necessary to implement this resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: McKinney, Willmott, Dunn, Scharwath, LaHatte, Branigan  
NAYS: 0  
ABSENT: Brennan  
ABSTAINED: 0

This resolution was declared adopted on this, the 23<sup>rd</sup> day of May, 2025.

  
CLERK OF THE COUNCIL

  
PRESIDENT OF THE COUNCIL

  
MAYOR

Submitted by: Ronnie Scharwath, Kenner Council President

## RENEWAL NO. 2 TO THE AGREEMENT

This Renewal No. 2 to the Agreement ("Renewal") between City of Kenner ("Kenner"), a local governmental subdivision of the State of Louisiana and Duplantier Hrapmann Hogan & Maher, LLP ("Contractor") authorized to do business in the State of Louisiana:

**WHEREAS**, Kenner and Contractor entered into an Agreement ("Agreement") for the council annual audit terminating upon the acceptance of the audit for fiscal year 2023-2023 by the Louisiana Legislative Auditor; and,

**WHEREAS**, Kenner and Contractor entered into the first renewal option in Section 3 of the Agreement extending the Agreement for fiscal year 2024-2025; and,

**WHEREAS**, Kenner and Contractor agree to exercise the second renewal option in Section 3 of the Agreement to extend the Agreement for fiscal year 2025-2026; and,

**WHEREAS**, this Renewal was authorized by Council Resolution B-17456 adopted on May 23, 2025, in compliance with Kenner Charter Section 2.28.

**NOW, THEREFORE**, Kenner and Contractor agree as follows:

SECTION ONE: That Section 2 of the Agreement will be amended as follows:

2) **Term:** This Agreement will be effective upon execution of both parties and will terminate upon the acceptance of the audit for fiscal year 2025-2026 by the Louisiana Legislative Auditor.

SECTION TWO: That Kenner and Contractor also agree to the following:

Renewal may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute Renewal.

The recitals stated above are incorporated and expressly made part of this Renewal.

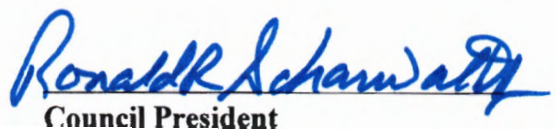
The parties have signed this Renewal to the Agreement on the dates indicated below.

**Duplantier Hrapmann Hogan & Maher LLP**

**City of Kenner**

See electronic signature below

**Lindsay J. Calub, CPA**

  
**Council President**

Date: see electronic date below

Date: 6/5/25

On motion of Councilmember Brennan, seconded by Councilmember Branigan, the following resolution was offered:

RESOLUTION NO. B-17368

A RESOLUTION EXERCISING THE FIRST ONE YEAR RENEWAL OF THE SEPTEMBER 1, 2022 AUDIT CONTRACT WITH DUPLANTIER, HRAPMANN, HOGAN AND MAHER, LLP

WHEREAS, section 2.28 of the Kenner City Charter requires the council execute a contract each year with a certified public account for an examination of the accounts of City of Kenner; and,

WHEREAS, on November 10, 2022 the City of Kenner and Duplantier, Hrapmann, Hogan & Maher, LLP entered into an Agreement for auditing services for the Kenner City Council in accordance with Ordinance No. 12,077 adopted September 1, 2022; and,

WHEREAS, the agreement for auditing services with Duplantier, Hrapmann, Hogan & Maher, LLP allows for its renewal for fiscal years 2023-2024.

THE COUNCIL FOR THE CITY OF KENNER HEREBY RESOLVES:

SECTION ONE: That the renewal of the November 10, 2022 agreement with Duplantier, Hrapmann, Hogan & Maher, LLP for auditing services in fiscal year 2023-2024 is approved.

SECTION TWO: That the President for the Kenner City Council is authorized and empowered to sign any and all documents as may be necessary to implement this resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: McKinney, Willmott, Dunn, Scharwath, LaHatte, Branigan, Brennan  
NAYS: 0  
ABSENT: 0  
ABSTAINED: 0

This resolution was declared adopted on this, the 11<sup>th</sup> day of January, 2024.

  
CLERK OF THE COUNCIL

  
PRESIDENT OF THE COUNCIL

  
MAYOR

Submitted by: Brian Brennan, Kenner Council President

**RENEWAL NO. 1**

This Renewal No. 1 to the Agreement ("Renewal") between City of Kenner ("Kenner"), a local governmental subdivision of the State of Louisiana and Duplantier Hrapmann Hogan & Maher, LLP ("Contractor") authorized to do business in the State of Louisiana:

**WHEREAS**, Kenner and Contractor entered into an Agreement ("Agreement") for the council annual audit terminating upon the acceptance of the audit for fiscal year 2022-2023 by the Louisiana Legislative Auditor; and,

**WHEREAS**, Kenner and Contractor agree to exercise the renewal option in Section 3 of the Agreement to extend the Agreement for fiscal year 2023-2024; and,

**WHEREAS**, this Renewal was authorized by Council Resolution No. B-17368, adopted on January 11, 2024, in compliance with Kenner Charter Section 2.28

**NOW, THEREFORE**, Kenner and Contractor agree as follows:

**SECTION ONE:** That Kenner and Contractor agree to exercise a renewal of Agreement for fiscal year 2023-2024, which shall end when the Louisiana Legislative Auditor accepts the audit as set out in Section 3 of the Agreement.

**SECTION TWO:** That Kenner and Contractor also agree to the following:

Renewal may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute Renewal.

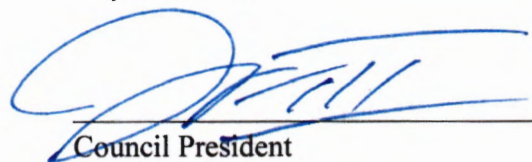
The recitals stated above are incorporated and expressly made part of this Renewal.

The parties have signed this Renewal on the dates indicated below.

Duplantier Hrapmann Hogan & Maher LLP

City of Kenner

\_\_\_\_\_  
Lindsay J. Calub, CPA

  
\_\_\_\_\_  
Council President

Date: \_\_\_\_\_

Date: 02/08/24

On motion of Councilmember Brennan, seconded by Councilmember Scharwath, the following ordinance was introduced:

SUMMARY NO. 13,061 ORDINANCE NO. 12,077

AN ORDINANCE APPROVING AN AGREEMENT TO PROVIDE AUDIT SERVICES IN ACCORDANCE WITH SECTION 2.28 OF THE CITY OF KENNER HOME RULE CHARTER

---

WHEREAS, section 2.28 of the City of Kenner Home Rule Charter provides that the Kenner City Council shall execute a contract each year for an examination of the accounts of the City of Kenner; and,

WHEREAS, the City of Kenner issued RFP 22-6679 requesting proposals from firms to provide the needed audit services and received proposals from three respondents; and,

WHEREAS, each council member reviewed the proposals and submitted an evaluation to the Chief Financial Officer, who tabulated the scores for each proposal.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That an agreement with Duplantier Harpmann Hogan & Maher, LLP to provide audit services in accordance with section 2.28 of the City of Kenner Home Rule Charter and RFP 22-6679 is approved.

SECTION TWO: That the President of the Kenner City Council is authorized and empowered to sign any and all documents necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: McKinney, Willmott, Dunn, Scharwath, LaHatte, Branigan, Brennan  
NAYS: 0  
ABSENT: 0  
ABSTAINED: 0

This ordinance was declared adopted on this, the 1<sup>st</sup> day September, 2022.



CLERK OF THE COUNCIL



PRESIDENT OF THE COUNCIL

  
MAYOR

SUBMITTED BY: Kristi K. McKinney, Council President

## AGREEMENT

This Agreement is entered into between the **City of Kenner, Louisiana**, ("Kenner"), a local governmental subdivision of the State of Louisiana, represented by Krisi K. McKinney, Council President, acting pursuant to authority vested in her by the Charter of the City of Kenner and City of Kenner Ordinance No. 12,077, adopted on September 1, 2022, and **Duplantier Hrapmann Hogan & Maher, LLP**, ("Contractor") authorized to do business in the State of Louisiana:

- 1) **Scope of Work:** Contractor will conduct the annual audit in accordance with all applicable laws, including but not limited to section 2.28 of the Kenner City Charter and LA RS 24:513. Contractor will conduct the annual audit under the term and conditions specified in this Agreement, Request for Proposal No. 22-6679 ("RFP") (Exhibit "A"), Contractors Response to the RFP (Exhibit "B") and Ordinance No. 12,077 adopted on September 1, 2022.
- 2) **Term:** This Agreement will be effective upon execution of both parties and will terminate on upon the acceptance of the audit for fiscal year 2022-2023 by the Louisiana Legislative Auditor.
- 3) **Renewal:** The Council President and the Contractor may execute a renewal of this agreement for Contractor to conduct the audit for fiscal years 2023-2024, 2024-2025, and 2025-2026. Each renewal term shall end when the audit is accepted Louisiana Legislative Auditor.
- 4) **Agreement Amount:** Contractor shall bill Kenner in accordance with its Cost Proposal, Attached as Exhibit "C." Contractor will receive a total fee of \$76,000.00 for each audit year completes. Any special services performed will be in accordance with Exhibit C and section 1.20 of the RFP. This Agreement will not exceed \$ 80,000.00 during a term.
- 5) **Terms of Payment.** Contractor will invoice Kenner as set out in section 1.20 of the RFP. Invoices may be sent by e-mail to purchasing@kenner.la.us for prompt posting.
- 6) **Notices:** Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by certified mail, postage prepaid with return receipt requested, as follows:

Notices should be sent to Kenner at the following address:

City Attorney  
City of Kenner  
1801 Williams Boulevard  
Building C, 3<sup>rd</sup> Floor  
Kenner, Louisiana 70062

Notices should be sent to Contractor at the following address:

Duplantier Hrapmann Hogan & Maher, LLP  
Lindsay J. Calub, CPA

1615 Poydras Street  
Suite 2100  
New Orleans, Louisiana 70112

Written notices hereunder delivered personally or by facsimile transmission or certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

- 7) **Insurance:** Contractor shall maintain insurance coverage in conformity with the insurance requirements set forth in Kenner's "Professional Service Contractors" attached as Exhibit "D".
- 8) **Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.
- 9) **Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
- 10) **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.
- 11) **Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate

in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- 12) **Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.
- 13) **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner thereto, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.
- 14) **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.
- 15) **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent Contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor herein expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.
- 16) **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.
- 17) **Entire Agreement:** This Agreement, together with any Bid documents, Request for Proposals, or Request for Qualifications issued by Kenner, any Bid response, Proposal, or Statement of Qualifications submitted by the Contractor in response to Kenner's request, and any exhibits specifically incorporated herein by reference, constitute the entire

Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.

- 18) **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
- 19) **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter or applicable Louisiana law to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
- 20) **Code of Ethics:** The Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics, applies to the Contractor in the performance of services and work called for in this Agreement. The Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 21) **Severability:** The parties to this Agreement understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Agreement shall be governed by the regulations of the United States of America, the laws of the State of Louisiana and the City of Kenner. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid,

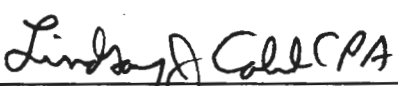
or unenforceable provision or its severance from this Agreement.

- 22) **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.
- 23) **Subcontractors:** The Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. The Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval of Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.
- 24) **Federal Clauses:** Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:
- A) Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
  - B) Contractor shall comply with the Copeland "Anti-Kickback" Act of (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
  - C) Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
  - D) Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
  - E) Contractor shall comply with all notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.
  - F) Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.

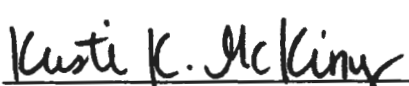
- G) Contractor shall provide access by the State of Louisiana, Kenner, United States of America, Federal Emergency Management Agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination or excerpts, and transcriptions.
- H) Contractor shall retain all required records for a period of at least three years after the State of Louisiana or Kenner has made final payments and all other pending matters are closed.
- I) Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).
- J) Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 93-163, 89 STAT 871).
- K) Contractor certifies that Contractor will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any federal award (Byrd Anti-Lobbying Amendment).
- L) Contractor declares that Contractor, its principles or affiliates (subcontractors), are not currently disqualified as a result of debarment or suspension.

This Agreement is agreed to by the parties on the dates indicated below.

**Duplantier Hrapmann Hogan &  
Maher, LLP**

  
Lindsay J. Calub/CPA

**City of Kenner**

  
Kristi K. McKinney, Council President

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. 14,018 ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE USE OF STATE CONTRACT NO. 4400030770 AND 4400030771 WITH MOTOROLA SOLUTIONS INC./BEARCOM TO FURNISH AND INSTALL FIVE (5) MOTOROLA CONVERTERS AND ANTENNAS IN THE CHIEF OFFICER’S UNITS IN THE AMOUNT OF \$9,075.30 FOR THE KENNER FIRE DEPARTMENT

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WHEREAS, the Kenner Fire Department is in need of five (5) Motorola converters and antennas for the Chief Officer’s units; and,

WHEREAS, Motorola Solutions Inc./Bearcom provides the needed five (5) Motorola converters and antennas for the Chief Officer’s units; and,

WHEREAS, funding is available in account no. 3821113-5003.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That the use of State Contract No. 4400030770 with Motorola Solutions Inc./Bearcom to furnish and install five (5) Motorola converters and antennas for the Chief Officer’s units in the amount of \$9,075.30 is authorized.

SECTION TWO: That the Finance Department is authorized to issue a purchase order to Motorola Solutions Inc./Bearcom in the amount of \$9,075.30.

SECTION THREE: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_ day \_\_\_\_\_, 2026.

_____	_____
CLERK OF THE COUNCIL	PRESIDENT OF THE COUNCIL
_____	
MAYOR	

Submitted by: Terence N. Morris, Fire Chief



**KENNER FIRE DEPT, CITY OF**  
Kenner Fire quote for (5) vehicle adapters 11.19.25  
11/19/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-3397807

11/19/2025

RE: Motorola Quote for Kenner Fire quote for (5) vehicle adapters 11.19.25

Dear Jason Dyer,

Motorola Solutions is pleased to present KENNER FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KENNER FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Wendi Weileman at [wendi.weileman@bearcom.com](mailto:wendi.weileman@bearcom.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Wendi Weileman

Motorola Solutions Manufacturer's Representative



QUOTE-3397807  
Kenner Fire quote for (5) vehicle  
adapters 11.19.25

Quote Date:11/19/2025  
Expiration Date:01/18/2026  
Quote Created By:  
Wendi Weileman  
wendi.weileman@bearcom.com  
504.451.3588

End Customer:  
KENNER FIRE DEPT, CITY OF  
Jason Dyer  
jdyer@kenner.la.us  
504.462.0878

Contract: 20862 - LOUISIANA, STATE OF  
4400030770/4400030771  
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	NNTN8527A	0785	CHR IMPR VEH ADAPT INT	5	\$1,779.62	\$1,281.33	\$6,406.65
2	NTN8940B	0706	TRUNION KIT	5	\$63.56	\$45.76	\$228.80
3	HAF4013A	0554	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	5	\$56.18	\$40.45	\$202.25
4	HLN6961A	0362	ACCESSORY CONNECTOR (CHIB)	5	\$55.11	\$49.60	\$248.00
5	3980034F04	0362	CONNECTOR- TERMINAL,1,STRAIGHT,TER MINAL,PIN,MALE,1CONT,ST RAIGHT,TERMINAL MALE 18 THRU 20 GA	5	\$39.20	\$35.28	\$176.40
6	HMN1090D	0476	ACCESSORY KIT,MODIFIED STANDARD MOBILE MIC,GREY	5	\$87.00	\$62.64	\$313.20
Product Services							
7	LSV00Q00203A	0461	DEVICE INSTALLATION BearCom to install the	5	\$300.00	\$300.00	\$1,500.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-3397807  
Kenner Fire quote for (5) vehicle  
adapters 11.19.25

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
			converters and antennas for (5) Ford F150 2023				
Grand Total						\$9,075.30(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



## Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



STATE OF LOUISIANA  
Competitive Contract

Vendor: 310015221  
Company  
MOTOROLA SOLUTIONS INC  
500 W MONROE ST  
CHICAGO IL 60661  
Phone : 337-290-0433  
Fax : 847-761-1338

T Number: 92808  
Version: 4  
LAPS Contract: Yes  
Fiscal Year: 2025  
Min.Ord.Value: 0.00  
Distributor Contract: No  
PCard:Yes  
Co-op Agreement:Yes

Contract number: 4400030770  
Description: Motorola BN Mobile Radios - SW

**Buyer Information**  
Name: ADAM COX  
Tel Number: 225-219-4690  
Email: adam.cox@la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
09/30/2024 - 09/29/2026

**Supplier Text:** Renewal of a Statewide Contract to furnish Motorola Brand Name Mobile Radios to the State of Louisiana. This contract will be effective for a period of 12 months beginning September 30, 2025 and ending September 29, 2026. At the option of the State of Louisiana and acceptance by the Contractor, this contract may be renewed for one additional 12 month period at the same prices, terms, and conditions. Total contract time not to exceed 36 months.

Contract Documents Include:  
Attachment A - Special Terms and Conditions - Pages 1 - 8  
Attachment B - Price Sheet - Pages 1 - 15

**Notice to Vendor:**

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		Motorola Brand Name Mobile Radios  Please refer to Attachment B - Price Sheet for product list and pricing	43191510		0.00000	

Recommending Approval: \_\_\_\_\_ Approved by: \_\_\_\_\_

Contract number: 4400030770	Vendor: 310015221	Page
T Number: 92808	Distributor Contract: NO	2 of 3

Standard Terms and Conditions

- 1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
- 2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
- 3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
- 4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
- 5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
- 6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
- 7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400030770 T Number: 92808	Vendor: 310015221 Distributor Contract: NO	Page 3 of 3
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TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

## **ATTACHMENT A – Special Terms & Conditions**

**Contract Number: 4400030770**

**Contract Title: Motorola Brand Name Mobile Radios – SW**

### **SCOPE**

STATEWIDE CONTRACT FOR MOTOROLA BRAND NAME MOBILE RADIOS.

Mobile radios are to operate on the Louisiana Wireless Information Network (LWIN) Statewide 700/800 MHz system.

All items must meet the following minimum specifications and functionality:

- Manufacturer must be approved by Louisiana State Police (LSP) Radio Communications representing the Louisiana Statewide Interoperability Executive Committee (SIEC) for the LWIN system.
- Must be able to operate on 700/800 MHz frequencies.
- Must be able to operate on conventional frequencies as well as on mutual aid frequencies.
- Must meet or exceed P-25 standards.
- Must meet or exceed Mil-specs standard.
- Must be Federal Communications Commission (FCC) type accepted.
- Must have a minimum 3 year manufacturer's warranty.

All items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under this contract must be new. Refurbished items are not acceptable for new purchases.

### **NON-EXCLUSIVE CONTRACT**

This contract is non-exclusive and shall not in any way preclude State Agencies from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

### **COOPERATIVE PURCHASE**

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of this contract, subject to the pricing and terms set forth in this contract.

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any Political Subdivision or Agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including Political Subdivisions, Quasi State Agencies and External Procurement Units) is maintained and regularly updated on the OSP website at: <https://www.doa.la.gov/doa/osp/agency-resources/osp-purchasing/> and may be used as a reference.

Contractors may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for such contract by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the Contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder's opt-out notification to OSP must be honored in accordance with this contract.

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### **DELIVERY**

Deliver to any Agency of the State government eligible by State statute and/or authorized to purchase from this contract. Delivery is to be made upon the issuance of a purchase order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than 90 business days.

### **TERMS AND CONDITIONS**

This contract contains all terms and conditions with respect to the commodities herein.

The purchase order is the only binding document to be issued against this contract. Signing of Contractor's pre-printed forms is not allowed.

### **ORDERS**

All State Agencies are directed to issue contract purchase orders for a supply of the items required, as and when needed. Political Subdivisions of the State and Quasi State Agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are directed to issue their regular purchase orders directly to the supplier, making reference to this contract and line item numbers.

### **QUANTITIES**

This is an open-ended requirements contract.

### **INCREASE/DECREASE**

The quantities listed herein are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in this contract.

### **PRICES**

Prices shall be complete, including transportation/freight charges prepaid by the Contractor to the destination, inside delivery, unpacking, assembly of all components and removal of all associated debris from premises.

### **FREIGHT CHARGES**

Unit price must be inclusive of any freight charges. Contract should be F.O.B. Destination – title passing upon receipt of goods.

### **PAYMENT**

Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order. Payment will be to vendor and address as shown on order.

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### **INVOICE**

Invoices will be submitted by the Contractor to the Using Agency as indicated on the purchase order and the invoice should refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, net discount and delivery point. A separate invoice for each order delivered and accepted should be submitted by the Contractor in duplicate directly to the accounting department of the Using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

**PAYMENTS WILL BE MADE TO THE VENDOR AND TO THE ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCE PAYMENTS WILL NOT BE ALLOWED IN THIS CONTRACT.**

### **LATE PAYMENTS**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

### **RENEWAL**

At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for one additional 12 month period at the same prices, terms and conditions. Total contract time may not exceed 36 months.

### **CONTRACT REVISIONS**

Requests for revisions to this contract shall be addressed to the Office of State Procurement. Distributor vendor changes, price reductions and item deletions may be requested at any time during the contract period.

The Contractor must immediately notify the Office of State Procurement when any authorized distributor/channel partner on this contract is terminated, relocated, or added. All orders placed prior to receipt of such notification by the Office of State Procurement must be honored.

**Price List Changes:** The price list bid shall remain firm and effective for the first 3 months of the contract term. Price list changes will be considered during the remainder of the contract period and during any contract renewals. The original price list discount awarded shall remain constant throughout the duration of this contract and renewals. Deeper discounts will be accepted.

Requests for price list changes must be submitted in writing by the Contractor to the Office of State Procurement and must be supported by sufficient documentation such as manufacturer's price increase, significant changes in the published market indicators for the industry, certified raw material cost data and/or any other substantiating information that may be requested by OSP. Upon receipt of the price escalation request, OSP reserves the right to accept the request, request additional information, negotiate the proposed increase, or reject the request outright. Any decision by the Office of State Procurement to grant or decline a request will be at the Office of State Procurement's sole discretion and the Office of State Procurement's decision shall be final.

Price list changes will not be effective until approval has been granted in writing by OSP. No retroactive adjustments to the price list will be allowed.

The Contractor shall immediately notify OSP of all manufacturer's price decreases and the State shall receive the full benefit of such decreases, effective the date in the manufacturer's announcement.

**Contract Additions:** When future offerings of products become commercially available during the contract term and are not commercially offered within the established groups with an established discount structure, this contract may be amended to include such offerings. For this type of addition to be considered, it must be within the scope of the contract, the Contractor must submit the requested group(s) to the Office of State Procurement for approval and the

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requested group(s) shall be offered to the State at a percentage discount off the manufacturer’s established catalog price list. The Contractor will be notified to update their contract and proceed with selling the requested product offerings if the offerings are approved by the Office of State Procurement.

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the Office of State Procurement.

Revisions will become effective upon approval by the Office of State Procurement.

USAGE/REPORTING REQUIREMENTS

Brand Name Contracts for Moblie Radios are expected to have **\$50,000.00** usage annually. This usage amount may be waived in whole or in part due to extenuating circumstances, in the State’s best interest. The Office of State Procurement will consider contract purchases from State Agencies, Quasi State Agencies and Political Subdivisions. The inability or failure to timely produce usage reports evidencing adequate sales may result in the cancellation of your brand name contract for a period of 2 years.

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:  
<https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person’s name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

ADMINISTRATIVE FEES:

The Contractor shall pay a **1%** administrative fee to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of the contract. The calculation of the administrative fees includes any entity receiving contract pricing. The administrative fees shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under this contract. Initiation and submission of the administrative fees to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees are not submitted in a timely manner, OSP shall have the right to terminate this contract.

The check is to be made payable to: Louisiana DOA – Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables

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Specialist, 1201 North 3rd Street, Claiborne Building – Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**NOTE: THE CONTRACTOR SHALL INDICATE THE STATE CONTRACT NUMBER 4400030770 ON THE REMITTANCE. WHEN SUBMITTING ONE REMITTANCE FOR MORE THAN ONE CONTRACT, THE CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.**

**CONTRACTOR'S RESPONSIBILITIES**

**Price Reductions**

Contract price reductions, if provided, shall be offered to all eligible entities utilizing the contract for the same period and same terms and conditions.

**Substitutes**

Only brand names and numbers stated in this contract are approved for delivery under this contract and any substitution must receive prior written approval of the Office of State Procurement.

**Vendor List**

If additional distributor vendors are authorized to receive orders for items contained in said contract, the Contractor should submit a list of those additional authorized distributors including the complete business address. The Prime Contractor will be responsible for the actions of any distributor vendors listed.

**WARRANTY**

The Contractor shall provide the standard warranty offered by the manufacturer for the products in this contract.

**CONTRACT UTILIZATION**

This contract has been designated as a Louisiana Pricing Schedule ("LaPS"). The State intends to use the following process before placing orders under this contract, and the Contractor explicitly understands and agrees to the use of this process before accepting orders under this contract. Where multiple LaPS contracts exist for functionally equivalent products and/or services and the procurement exceeds the defined maximum value for small purchases established by the executive order of the Governor, all eligible users of these contracts will utilize the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that includes, if applicable:
  - A) Performance-based statement of work that includes such things as:
    - The work to be performed
    - Location of work
    - Period of Performance
    - Deliverable schedule
    - Applicable performance standards
    - Acceptance criteria
    - Any special requirements (e.g., security clearances, special knowledge, etc.)
    - The products required (using a generic description of products and functions whenever possible).

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- B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the Contractor's experience and/or past performance performing similar tasks.
  - C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
    - Probable life of the item selected
    - Environmental and energy efficiency considerations
    - Technical qualifications
    - Delivery terms
    - Warranty
    - Maintenance availability
    - Administrative costs
    - Compatibility of an item within the user's environment
    - User's familiarity with the item or service
  - D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than prices in the LaPS contract.
- 2) Submit the Request for Response to at least three LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the Agency's needs.
- 3) Evaluate responses and select the Contractor to receive the order:
- A) After responses have been evaluated, the order shall be placed with the Contractor that represents the best value that meets the Agency's needs. The Ordering Agency should give preference to small entrepreneurs or small and emerging businesses when two or more Contractors can provide the services and/or products at the same firm-fixed price.
  - B) The Ordering Agency shall document in the procurement file the evaluation of the Contractors' responses that formed the basis for selection. The documentation shall identify the Contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.
  - C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.

### INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by the Contractor, its agents, employees, partners or subcontractors, in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The Contractor shall indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be fully assessed against the State in any action for infringement of a United States Letter Patent with respect to the products, materials or services furnished by the Contractor under its bid response and this contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i)

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prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) The State's unauthorized modification or alteration of the products or materials; (ii) The State's use of the products or materials in combination with other products or materials not furnished by the Contractor; (iii) The State's use of the products or materials in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the product or material. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the products or materials, or two times the charges for services rendered by the Contractor under this contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### ASSIGNMENT

The Contractor shall not assign any interest in this contract by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### RIGHT TO AUDIT

The State Legislative Auditor, Federal Auditors and Internal Auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this contract for a period of 5 years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

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### **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of this contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the last day of the fiscal year for which funds were appropriated.

### **WAIVER CLAUSE**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

### **SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of this contract are declared severable.

### **CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of products/services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

### **APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S 39:1671-1673.

Line Number	Item Description	Supplier Part No.	Estimate d Qty	Unit of Measureme nt	Old Contract Unit Price	NEW Contract Unit Price
1	APX 1500 Single-Band P25 Dash Mount Mobile Radio, Includes: SW P25 Trunking; APX O2 Control Head; No RF Antenna; No Microphone; AMBE Vocoder; Intelligent Lighting; Radio Profiles; Voice Announcement; Phase 2 TDMA Capable; Color Display; Three (3) Year Essential Service; Choose Antenna And Microphone Below (Not Included)	M36URS9PW1BN	1	Each	\$2,725.94	\$2,916.75
2	Digital Tone Signaling for APX 1500 Single-Band P25 Dash Mount	GA09000	1	Each	\$107.25	\$115.05
3	Enhanced Data for APX 1500 Single-Band P25 Dash Mount	QA03399	1	Each	\$107.25	\$115.05
4	Group Services for APX 1500 Single-Band P25 Dash Mount	GA09008	1	Each	\$107.25	\$115.05
5	Mission Critical Geofencing for APX 1500 Single-Band P25 Dash Mount	GA09012	1	Each	\$107.25	\$115.05
6	One Touch/Status Msg for APX 1500 Single-Band P25 Dash Mount	G683	1	Each	\$89.70	\$95.98
7	APX Mobile Radio Authentication for APX 1500 Single-Band P25 Dash Mount	GA01767	1	Each	\$71.50	\$76.70
8	Over The Air Provisioning for APX 1500 Single-Band P25 Dash Mount	G996	1	Each	\$71.50	\$76.70
9	Site Selectable Alert For P25 Trunking for APX 1500 Single-Band P25 Dash Mount	GA00982	1	Each	\$107.25	\$115.05
10	TDMA Operation for APX 1500 Single-Band P25 Dash Mount	GA00580	1	Each	\$321.75	\$344.50
11	Multikey for APX 1500 Single-Band P25 Dash Mount	W969	1	Each	\$61.75	\$66.30
12	HW Key Supplemental Data for APX 1500 Single-Band P25 Dash Mount	QA01648AA	1	Each	\$3.90	\$4.17
13	No ADP For P25 Cap for APX 1500 Single-Band P25 Dash Mount	QA05751	1	Each	\$0.00	\$0.00
14	School Security Enhancement Package for APX 1500 Single-Band P25 Dash Mount	GA01056	1	Each	\$50.00	\$38.35
16	Ant 3DB Low-Profile 762-870MHZ for APX 1500 Single-Band P25 Dash Mount HAF4013	G174	1	Each	\$30.55	\$32.50
17	Ant 3DB Elevated Feed 762-870MHZ for APX 1500 Single-Band P25 Dash Mount HAF4014	G175	1	Each	\$53.95	\$64.08
18	Ant 1/4 Wave 762-870MHZ for APX 1500 Single-Band P25 Dash Mount HAF4016	G335	1	Each	\$9.75	\$11.52
19	Ant 3DB Gain 762-870MHZ for APX 1500 Single-Band P25 Dash Mount HAF4017	W484	1	Each	\$27.30	\$32.40
20	GPS Antenna for APX 1500 Single-Band P25 Dash Mount HAG4000	GA00226	1	Each	\$53.95	\$64.08
21	Covert GNSS Glassmount LMR100 for APX 1500 Single-Band P25 Dash Mount PMAN4109	GA01580AA	1	Each	\$50.05	\$59.04
22	Model III GCAI Keypad Handset for APX 1500 Single-Band P25 Dash Mount HMN4097A	GA00221	1	Each	\$211.25	\$250.56
23	Keypad MIC GCAI for APX 1500 Single-Band P25 Dash Mount HMN4079	W20	1	Each	\$128.70	\$152.64
24	Gateway RSM And Wireless RSM With Vehicle Charger for APX 1500 Single-Band P25 Dash Mount	GA01354	1	Each	\$357.50	\$382.53
25	Gateway RSM And Wireless RSM for APX 1500 Single-Band P25 Dash Mount RLN6552	GA01439	1	Each	\$280.15	\$331.92
26	Control Station Desk GCAI MIC for APX 1500 Single-Band P25 Dash Mount RMN5070	W382	1	Each	\$120.90	\$143.28
27	Gateway RSM for APX 1500 Single-Band P25 Dash Mount PMMN4097	GA01438	1	Each	\$89.70	\$106.56
28	Handset/Hangup MIC Armored Cable for APX 1500 Single-Band P25 Dash Mount	W874	1	Each	\$195.00	\$208.65
29	STD Palm Microphone APX for APX 1500 Single-Band P25 Dash Mount HMN1090	W22	1	Each	\$51.35	\$61.20
30	Speaker 15w Water Resistant for APX 1500 Single-Band P25 Dash Mount HSN4040	G831	1	Each	\$42.90	\$51.12
31	Speaker 7.5w Water Resistant for APX 1500 Single-Band P25 Dash Mount HSN4038	G832	1	Each	\$43.55	\$51.84
32	Auxiliary Speaker 7.5 Watt for APX 1500 Single-Band P25 Dash Mount HSN4031	B18	1	Each	\$42.90	\$51.12
33	Auxiliary Covert Speaker 10w APX for APX 1500 Single-Band P25 Dash Mount HSN4042	GA01203	1	Each	\$42.90	\$51.12

34	Auxiliary Speaker 13w (3.2ohm) for APX 1500 Single-Band P25 Dash Mount HSN4032	W432	1	Each	\$51.35	\$61.20
35	Five (5) Year Essential Service for APX 1500 Single-Band P25 Dash Mount	GA00318	1	Each	\$360.00	\$360.00
36	Five (5) Year Essential Accidental Damage for APX 1500 Single-Band P25 Dash Mount	GA00255AC	1	Each	\$527.00	\$527.00
37	Audio Cable Adapter for APX 1500 Single-Band P25 Dash Mount HKN6158	HKN6158	1	Each	\$38.10	\$0.00
38	Adapter Cable Data for APX 1500 Single-Band P25 Dash Mount HKN6159	HKN6159	1	Each	\$38.10	\$0.00
39	Mobile Desk Tray for APX 1500 Single-Band P25 Dash Mount HLN6042	HLN6042	1	Each	\$55.44	\$0.00
40	USB Data INTFC Cable-Dash for APX 1500 Single-Band P25 Dash Mount HKN6163B	G308	1	Each	\$35.75	\$42.48
41	Rs232 Data INTFC Cbl Dash for APX 1500 Single-Band P25 Dash Mount HKN6160A	G303	1	Each	\$35.75	\$42.48
42	Radio Programming, Single LWIN System, Existing Template for APX 1500 Single-Band P25 Dash Mount	LSV00Q00202A	1	Each	\$100.00	\$72.00
43	APX 1500 Single-Band P25 Control Station Radio, Includes: SW P25 Trunking; APX O2 Control Head; Control Station Operation; Control Station Power Supply; No RF Antenna; No Microphone; Ambe Vocoder; Intelligent Lighting; Radio Profiles; Voice Announcement; Phase 2 TDMA Capable; Color Display; Three (3) Year Essential Service; Choose Antenna And Microphone Below (Not Included)	M36URS9PW1BN	1	Each	\$2,994.50	\$3,204.11
44	Digital Tone Signaling for APX 1500 Single-Band P25 Control Station Radio	GA09000	1	Each	\$107.25	\$127.44
45	Enhanced Data for APX 1500 Single-Band P25 Control Station Radio	QA03399	1	Each	\$107.25	\$127.44
46	Group Services for APX 1500 Single-Band P25 Control Station Radio	GA09008	1	Each	\$107.25	\$127.44
47	Mission Critical Geofencing for APX 1500 Single-Band P25 Control Station Radio	GA09012	1	Each	\$107.25	\$127.44
48	One Touch/Status Msg for APX 1500 Single-Band P25 Control Station Radio	G683	1	Each	\$89.70	\$95.98
49	APX Mobile Radio Authentication for APX 1500 Single-Band P25 Control Station Radio	GA01767	1	Each	\$71.50	\$84.96
50	Over The Air Provisioning for APX 1500 Single-Band P25 Control Station Radio	G996	1	Each	\$71.50	\$84.96
51	Site Selectable Alert For P25 Trunking for APX 1500 Single-Band P25 Control Station Radio	GA00982	1	Each	\$107.25	\$127.44
52	TDMA Operation for APX 1500 Single-Band P25 Control Station Radio	GA00580	1	Each	\$321.75	\$381.60
53	Multikey for APX 1500 Single-Band P25 Control Station Radio	W969	1	Each	\$61.75	\$102.00
54	No ADP For P25 Cap for APX 1500 Single-Band P25 Control Station Radio	QA05751	1	Each	\$0.00	\$0.00
55	School Security Enhancement Package for APX 1500 Single-Band P25 Control Station Radio	GA01056	1	Each	\$50.00	\$0.00
56	Ant 3db Low-Profile 762-870MHZ for for APX 1500 Single-Band P25 Control Station Radio HAF4013	G174	1	Each	\$30.55	\$32.50
57	Ant 3DB Elevated Feed 762-870MHZ for APX 1500 Single-Band P25 Dash Mount HAF4014	G175	1	Each	\$53.95	\$57.85
58	Ant 1/4 Wave 762-870mhz for APX 1500 Single-Band P25 Control Station Radio HAF4016	G335	1	Each	\$9.75	\$10.40
59	Ant 3db Gain 762-870mhz for APX 1500 Single-Band P25 Control Station Radio HAF4017	W484	1	Each	\$27.30	\$29.25
60	Model III GCAI Keypad Handset for APX 1500 Single-Band P25 Control Station Radio HMN4097A	GA00221	1	Each	\$211.25	\$226.20
61	Keypad MIC GCAI for APX 1500 Single-Band P25 Control Station Radio HMN4079	W20	1	Each	\$128.70	\$137.80
62	Gateway RSM And Wireless RSM With Vehicle Charger for APX 1500 Single-Band P25 Control Station Radio	GA01354	1	Each	\$357.50	\$382.53
63	Gateway RSM And Wireless RSM for APX 1500 Single-Band P25 Control Station Radio RLN6552	GA01439	1	Each	\$280.15	\$299.65
64	Control Station Desk GCAI MIC for APX 1500 Single-Band P25 Control Station Radio RMN5070	W382	1	Each	\$120.90	\$129.35

65	Gateway RSM for APX 1500 Single-Band P25 Control Station Radio PMMN4097	GA01438	1	Each	\$89.70	\$96.20
66	Handset/Hangup MIC Armored Cable for APX 1500 Single-Band P25 Control Station Radio	W874	1	Each	\$195.00	\$208.65
67	STD Palm Microphone for APX 1500 Single-Band P25 Control Station Radio HMN1090	W22	1	Each	\$51.35	\$55.25
68	Handset/Hangup MIC for APX 1500 Single-Band P25 Control Station Radio	G874	1	Each	\$185.25	\$198.22
69	Visor MIC Remote Mount for APX 1500 Single-Band P25 Control Station Radio RMN5054	W872	1	Each	\$21.45	\$22.75
70	Gooseneck PTT for APX 1500 Single-Band P25 Control Station Radio HMN1087A	G233	1	Each	\$40.30	\$43.12
71	PTT FootSwitch for APX 1500 Single-Band P25 Control Station Radio GLN7278	G235	1	Each	\$36.40	\$38.95
72	Pushbutton PTT for APX 1500 Single-Band P25 Control Station Radio	GA00304	1	Each	N/A	#N/A
73	Speaker 15w Water Resistant for APX 1500 Single-Band P25 Control Station Radio HSN4040	G831	1	Each	\$42.90	\$46.15
74	Speaker 7.5w Water Resistant for APX 1500 Single-Band P25 Control Station Radio HSN4038	G832	1	Each	\$43.55	\$46.80
75	Auxiliary Speaker 7.5 Watt for APX 1500 Single-Band P25 Control Station Radio HSN4031	B18	1	Each	\$42.90	\$46.15
76	Auxiliary Covert Speaker 10w APX for APX 1500 Single-Band P25 Control Station Radio HSN4042	GA01203	1	Each	\$42.90	\$46.15
77	Auxiliary Speaker 13w (3.2ohm) for APX 1500 Single-Band P25 Control Station Radio HSN4032	W432	1	Each	\$51.35	\$55.25
78	Five (5) Year Essential Service for APX 1500 Single-Band P25 Control Station Radio	GA00318	1	Each	\$360.00	\$360.00
79	Five (5) Year Essential Accidental Damage for APX 1500 Single-Band P25 Control Station Radio	GA00255AC	1	Each	\$527.00	\$527.00
80	Audio Cable Adapter for APX 1500 Single-Band P25 Control Station Radio HKN6158	HKN6158	1	Each	\$38.10	\$0.00
81	Adapter Cable Data for APX 1500 Single-Band P25 Control Station Radio HKN6159	HKN6159	1	Each	\$38.10	\$0.00
82	Mobile Desk Tray for APX 1500 Single-Band P25 Control Station Radio HLN6042	HLN6042	1	Each	\$55.44	\$0.00
83	USB Data INTFC Cable-Dash for APX 1500 Single-Band P25 Control Station Radio HKN6163B	G308	1	Each	\$35.75	\$38.35
84	RS232 Data INTFC Cable Dash for APX 1500 Single-Band P25 Control Station Radio HKN6160A	G303	1	Each	\$35.75	\$42.48
85	Radio Programming, Single LWIN System, Existing Template for APX 1500 Single-Band P25 Control Station Radio	LSV00Q00202A	1	Each	\$100.00	\$72.00
86	ASTRO Digital APX 4500 Mobile Radio, 700/800 Mhz, Includes: Dash Mount; 9600 Trunking Baud Single System; APX O2 Control Head; APX Control Head Software; No Antenna; No Microphone; Three (3) Year Essential Service; Choose Antenna And Microphone Below (Not Included)	M22URS9PW1BN	1	Each	\$3,203.77	\$3,428.03
87	Digital Tone Signaling for APX 4500	GA09000	1	Each	\$107.25	\$127.44
88	DVRS MSU Activation for APX 4500	GA00631	1	Each	\$178.75	\$211.68
89	DVRS PSU Activation for APX 4500	QA00631	1	Each	\$71.50	\$84.96
90	Enhanced Data for APX 4500	QA03399	1	Each	\$107.25	\$127.44
91	FPP & Clone APX for APX 4500	G53	1	Each	\$107.25	\$114.76
92	Group Services for APX 4500	GA09008	1	Each	\$107.25	\$127.44
93	Mission Critical Geofencing for APX 4500	GA09012	1	Each	\$107.25	\$127.44
94	Data Modem Tethering for APX 4500	GA09011	1	Each	\$71.50	\$84.96
95	One Touch/Status Msg for APX 4500	G683	1	Each	\$89.70	\$106.56
96	Multicast Voting Scan for APX 4500	G387	1	Each	\$143.00	\$169.20
97	Mobile Personal Accountability SW for APX 4500	G445	1	Each	\$97.50	\$115.92
98	Over The Air Provisioning for APX 4500	G996	1	Each	\$71.50	\$84.96
99	Trunked Radio Trace/ Remote Monitoring for APX 4500	G170	1	Each	\$53.95	\$64.08
100	Site Selectable Alert For P25 Trunking for APX 4500	GA00982	1	Each	\$107.25	\$127.44
101	Enhancement Level 1 for APX 4500	GA01770	1	Each	\$143.00	\$169.20
102	TDMA Operation for APX 4500	GA00580	1	Each	\$321.75	\$381.60
103	HW Key Supplemental Data for APX 4500	QA01648AA	1	Each	\$3.90	\$4.62
104	AES Encryption APX for APX 4500	G843	1	Each	\$339.95	\$403.20

105	No ADP For P25 Cap for APX 4500	QA05751	1	Each	\$0.00	\$0.00
106	Multiple Key Encryption Operation for APX 4500	W969	1	Each	\$235.95	\$279.36
107	Three (3) Year Essential Accidental Damage for APX 4500	GA00249AC	1	Each	\$316.00	\$316.00
108	Five (5) Year Essential Service for APX 4500	GA00318	1	Each	\$360.00	\$360.00
109	Five (5) Year Essential Accidental Damage for APX 4500	GA00255AC	1	Each	\$527.00	\$527.00
110	Hand MIC, GCAI Water Resistant for APX 4500 HMN1089	G892	1	Each	\$51.35	\$61.20
111	Keypad MIC GCAI for APX 4500 HMN4079	W20	1	Each	\$128.70	\$152.64
112	Gateway RSM And Wireless RSM With Vehicle Charger for APX 4500	GA01354	1	Each	\$357.50	\$382.53
113	Gateway RSM And Wireless RSM for APX 4500 RLN6552	GA01439	1	Each	\$280.15	\$331.92
114	Gateway RSM for APX 4500 PMMN4097	GA01438	1	Each	\$89.70	\$106.56
115	STD Palm Microphone APX for APX 4500 HMN1090	W22	1	Each	\$51.35	\$61.20
117	GPS Antenna for APX 4500 HAG4000	GA00226	1	Each	\$53.95	\$89.00
119	No RF Antenna Needed for APX 4500	G89	1	Each	\$0.00	\$0.00
120	Ant 3db Low-Profile 762-870mhz for APX 4500 HAF4013	G174	1	Each	\$30.55	\$0.00
121	Ant 1/4 Wave 762-870mhz for APX 4500 HAF4016	G335	1	Each	\$9.75	\$10.40
122	Ant 3db Elevated Feed 762-870mhz for APX 4500 HAF4014	G175	1	Each	\$53.95	\$57.85
123	Ant 3db Gain 762-870mhz for APX 4500 HAF4017	W484	1	Each	\$27.30	\$29.25
124	Substitute Remote Mount For Dash Mount Mid Power for APX 6500 Dual Head Remote With Radio Order for APX 4500	G67	1	Each	\$212.55	\$227.50
125	Cable Remote Mount 10 Feet for APX 4500 HKN6170	G618	1	Each	\$7.15	\$7.80
126	Remote Mount Cable 30 Feet for APX 4500 HKN6168B	G610	1	Each	\$18.20	\$19.50
127	Remote Mount Cable 50 Feet for APX 4500 HKN6167	G609	1	Each	\$25.35	\$27.30
128	Cable Remote Mount 75 Feet for APX 4500 HKN6166A	G607	1	Each	\$32.50	\$35.10
129	Remote Mount Cable 115 Feet for APX 4500 HKN6165	G879	1	Each	\$39.65	\$42.25
130	Remote Mount Cable 128 Ft for APX 4500 HKN6164	G582	1	Each	\$46.80	\$50.05
131	No Remote Cable Needed for APX 4500	GA00179	1	Each	N/A	\$0.00
132	Impact Green Color Housing (O2) for APX 4500	G201	1	Each	\$18.20	\$19.50
133	School Security Enhancement Package for APX 4500	GA01056	1	Each	\$50.00	\$38.35
134	USB Data INTFC Cable-Dash for APX 4500 HKN6163B	G308	1	Each	\$35.75	\$38.35
135	USB Data INTFC Cable-Trk for APX 4500 HKN6172B	G309	1	Each	\$35.75	\$38.35
136	RS232 Data INTFC Cbl Dash for APX 4500 HKN6160A	G303	1	Each	\$35.75	\$38.35
137	RS232 Data INTFC Cbl Trk for APX 4500 HKN6161A	G304	1	Each	\$35.75	\$38.35
138	Key Lock Mount APX for APX 4500	W81	1	Each	\$23.40	\$25.35
139	Radio Programming, Single LWIN System, Existing Template for APX 4500	LSV00Q00202A	1	Each	\$100.00	\$100.00
140	ASTRO Digital APX 4500 Control Station Radio, 700/800 Mhz , Includes: Dash Mount; 9600 Trunking Baud Single System; APX O2 Control Head; APX Control Head Software; Control Station Operation; Control Station Power Supply; No Antenna; No Microphone; Three (3) Year Essential Service; Choose Antenna And Microphone Below (Not Included)	M22URS9PW1BN	1	Each	\$3,472.33	\$3,715.39
141	Digital Tone Signaling for APX 4500 Control Station Radio	GA09000	1	Each	\$107.25	\$115.05
142	DVRS MSU Activation for APX 4500 Control Station Radio	GA00631	1	Each	\$178.75	\$191.10
143	DVRS PSU Activation for APX 4500 Control Station Radio	QA00631	1	Each	\$71.50	\$76.70
144	Enhanced Data for APX 4500 Control Station Radio	QA03399	1	Each	\$107.25	\$115.05
145	FPP & Clone APX for APX 4500 Control Station Radio	G53	1	Each	\$107.25	\$114.76
146	Group Services for APX 4500 Control Station Radio	GA09008	1	Each	\$107.25	\$115.05

147	Mission Critical Geofencing for APX 4500 Control Station Radio	GA09012	1	Each	\$107.25	\$177.00
148	Data Modem Tethering for APX 4500 Control Station Radio	GA09011	1	Each	\$71.50	\$118.00
149	One Touch/Status Msg for APX 4500 Control Station Radio	G683	1	Each	\$89.70	\$148.00
150	Multicast Voting Scan for APX 4500 Control Station Radio	G387	1	Each	\$143.00	\$152.75
151	APX Mobile Radio Authentication for APX 4500 Control Station Radio	GA01767	1	Each	\$71.50	\$76.70
152	Mobile Personal Accountability SW for APX 4500 Control Station Radio	G445	1	Each	\$97.50	\$104.65
153	Over The Air Provisioning for APX 4500 Control Station Radio	G996	1	Each	\$71.50	\$76.70
154	Trunked Radio Trace/ Remote Monitoring for APX 4500 Control Station Radio	G170	1	Each	\$53.95	\$57.85
155	Site Selectable Alert For P25 Trunking for APX 4500 Control Station Radio	GA00982	1	Each	\$107.25	\$115.05
156	Enhancement Level 1 for APX 4500 Control Station Radio	GA01770	1	Each	\$143.00	\$152.75
157	TDMA Operation for APX 4500 Control Station Radio	GA00580	1	Each	\$321.75	\$344.50
158	HW Key Supplemental Data for APX 4500 Control Station Radio	QA01648AA	1	Each	\$3.90	\$4.62
159	AES Encryption for APX 4500 Control Station Radio	G843	1	Each	\$339.95	\$403.20
160	No ADP For P25 Cap for APX 4500 Control Station Radio	QA05751	1	Each	\$0.00	\$0.00
161	Multiple Key Encryption Operation for APX 4500 Control Station Radio	W969	1	Each	\$235.95	\$279.36
162	Three (3) Year Essential Accidental Damage for APX 4500 Control Station Radio	GA00249AC	1	Each	\$316.00	\$316.00
163	Five (5) Year Essential Service for APX 4500 Control Station Radio	GA00318	1	Each	\$360.00	\$360.00
164	Five (5) Year Essential Accidental Damage for APX 4500 Control Station Radio	GA00255AC	1	Each	\$527.00	\$527.00
165	Hand MIC,GCAI Water Resistant for APX 4500 Control Station Radio HMN1089	G892	1	Each	\$51.35	\$61.20
166	Keypad MIC GCAI for APX 4500 Control Station Radio HMN4079	W20	1	Each	\$128.70	\$152.64
167	Gateway RSM And Wireless RSM With Vehicle Charger for APX 4500 Control Station Radio	GA01354	1	Each	\$357.50	\$382.53
168	Gateway RSM And Wireless RSM for APX 4500 Control Station Radio RLN6552	GA01439	1	Each	\$280.15	\$331.92
169	Gateway RSM for APX 4500 Control Station Radio PMMN4097	GA01438	1	Each	\$89.70	\$106.56
170	STD Palm Microphone for APX 4500 Control Station Radio HMN1090	W22	1	Each	\$51.35	\$61.20
171	Control Station Desk GCAI MIC for APX 4500 Control Station Radio RMN5070	W382	1	Each	\$120.90	\$143.28
172	No GPS/Wi-Fi Antenna Needed for APX 4500 Control Station	GA01606AA	1	Each	\$0.00	\$0.00
173	GPS Antenna for APX 4500 Control Station Radio HAG4000	GA00226	1	Each	\$53.95	\$64.08
174	Covert GNSS Glassmount LMR100 for APX 4500 Control Station PMAN4109	GA01580AA	1	Each	\$50.05	\$59.04
175	No RF Antenna Needed for APX 4500 Control Station Radio	G89	1	Each	\$0.00	\$0.00
176	Ant 3db Low-Profile 762-870mhz for APX 4500 Control Station Radio HAF4013	G174	1	Each	\$30.55	\$36.00
177	Ant 1/4 Wave 762-870mhz for APX 4500 Control Station Radio HAF4016	G335	1	Each	\$9.75	\$11.52
178	Ant 3db Elevated Feed 762-870mhz for APX 4500 Control Station Radio HAF4014	G175	1	Each	\$53.95	\$64.08
179	Ant 3db Gain 762-870mhz for APX 4500 Control Station Radio HAF4017	W484	1	Each	\$27.30	\$32.40
180	Remote Mount O2 Wwm for APX 4500 Control Station Radio	G67	1	Each	\$212.55	\$252.00
181	Cable Remote Mount 10 Feet for APX 4500 Control Station Radio HKN6170	G618	1	Each	\$7.15	\$8.64
182	Remote Mount Cable 30 Feet for APX 4500 Control Station Radio HKN6168B	G610	1	Each	\$18.20	\$21.60
183	Remote Mount Cable 50 Feet for APX 4500 Control Station Radio HKN6167	G609	1	Each	\$25.35	\$30.24
184	Cable Remote Mount 75 Feet for APX 4500 Control Station Radio HKN6166A	G607	1	Each	\$32.50	\$38.88
185	Remote Mount Cable 115 Feet for APX 4500 Control Station Radio HKN6165	G879	1	Each	\$39.65	\$46.80

186	Remote Mount Cable 128 Ft for APX 4500 Control Station Radio HKN6164	G582	1	Each	\$46.80	\$55.44
188	Impact Green Color Housing (O2) for APX 4500 Control Station Radio	G201	1	Each	\$18.20	\$21.60
189	School Security Enhancement Package for APX 4500 Control Station Radio	GA01056	1	Each	\$50.00	\$42.48
190	USB Data INTFC Cable-Dash for APX 4500 Control Station Radio HKN6163B	G308	1	Each	\$35.75	\$42.48
191	USB Data INTFC Cable-Trk for APX 4500 Control Station Radio HKN6172B	G309	1	Each	\$35.75	\$42.48
192	RS232 Data INTFC Cable Dash for APX 4500 Control Station Radio HKN6160A	G303	1	Each	\$35.75	\$59.00
193	RS232 Data INTFC Cable Trk for APX 4500 Control Station Radio HKN6161A	G304	1	Each	\$35.75	\$0.00
194	Key Lock Mount for APX 4500 Control Station Radio	W81	1	Each	\$23.40	\$0.00
195	Mobile Desk Tray for APX 4500 Control Station Radio HLN6042	HLN6042	1	Each	\$55.44	\$59.32
196	Radio Programming, Single LWIN System, Existing Template for APX 4500 Control Station Radio	LSV00Q00202A	1	Each	\$100.00	\$100.00
197	ASTRO Digital APX 6500 Mobile Radio, 700/800 Mhz (10 - 35 Watts), Includes: Astro Digital CAI Operation; Smartzone Operation APX6500; P25 Trunking Software APX; Dash Mount; APX Control Head (Either 02 / 05 / 07); APX Control Head Software; No RF Antenna; No Microphone; No Speaker; Three (3) Year Essential Service; Must Choose Antenna, Microphone, And Speaker Below (Not Included)	M25URS9PW1BN	1	Each	\$4,416.96	\$4,726.15
198	Digital Tone Signaling for APX 6500	GA09000	1	Each	\$107.25	\$115.05
199	DVRS MSU Activation for APX 6500	GA00631	1	Each	\$178.75	\$191.10
200	DVRS PSU Activation for APX 6500	QA00631	1	Each	\$71.50	\$76.70
201	Enhanced Data for APX 6500	QA03399	1	Each	\$107.25	\$115.05
202	FPP & Clone for APX 6500	G53	1	Each	\$107.25	\$115.05
203	Group Services for APX 6500	GA09008	1	Each	\$107.25	\$115.05
204	Mission Critical Geofencing for APX 6500	GA09012	1	Each	\$107.25	\$115.05
205	Data Modem Tethering for APX 6500	GA09011	1	Each	\$71.50	\$76.70
206	Multicast Voting Scan for APX 6500	G387	1	Each	\$143.00	\$152.75
207	APX Mobile Radio Authentication for APX 6500	GA01767	1	Each	\$71.50	\$76.70
208	Mobile Personal Accountability SW for APX 6500	G445	1	Each	\$97.50	\$104.65
209	Over The Air Provisioning for APX 6500	G996	1	Each	\$71.50	\$76.70
210	Site Selectable Alert For P25 Trunking for APX 6500	GA00982	1	Each	\$107.25	\$115.05
211	Tactical Radio Stw-Stun/Kill for APX 6500	H02	1	Each	\$53.95	\$57.85
212	TDMA Operation APX for APX 6500	GA00580	1	Each	\$321.75	\$344.50
213	Enhancement Level 2 for APX 6500	GA01771	1	Each	\$143.00	\$152.75
214	No GPS/Wi-Fi Antenna Needed for APX 6500	GA01606AA	1	Each	\$0.00	\$0.00
215	HW Key Supplemental Data for APX 6500	QA01648AA	1	Each	\$3.90	\$4.17
216	AES Encryption APX for APX 6500	G843	1	Each	\$339.95	\$364.00
217	AES/Des-XI/DES-OFB Encryption for APX 6500	G851	1	Each	\$571.35	\$611.65
218	No ADP For P25 Cap for APX 6500	QA05751	1	Each	\$0.00	\$0.00
219	Multiple Key Encryption Operation for APX 6500	W969	1	Each	\$235.95	\$252.20
220	Astro 25 OTAR W/ Multikey for APX 6500	G298	1	Each	\$529.10	\$566.15
221	Tactical OTAR APX for APX 6500	H04	1	Each	\$250.25	\$267.80
222	School Security Enhancement Package for APX 6500	GA01056	1	Each	\$50.00	\$38.35
223	CH Siren & Lights Keypad for APX 6500	GA00806	1	Each	\$35.75	\$38.35
224	Impact Green Color Housing (O2) for APX 6500	G201	1	Each	\$18.20	\$19.50
225	Covert GNSS Glassmount LMR100 for APX 6500 PMAN4109	GA01580AA	1	Each	\$50.05	\$53.30
226	GPS Antenna for APX 6500 HAG4000	GA00226	1	Each	\$53.95	\$89.00
227	No RF Antenna Needed for APX 6500	G89	1	Each	\$0.00	\$0.00
228	Ant 3db Low-Profile 762-870 Mhz for APX 6500 HAF4013	G174	1	Each	\$30.55	\$50.00
229	Ant 3db Elevated Feed 762-870 Mhz for APX 6500 HAF4014	G175	1	Each	\$53.95	\$64.08
230	Ant 1/4 Wave 762-870 Mhz for APX 6500 HAF4016	G335	1	Each	\$9.75	\$11.52
231	Ant 3db Gain 762-870mhz for APX 6500 HAF4017	W484	1	Each	\$27.30	\$32.40
232	Remote Mount Mid Power for APX 6500	G67	1	Each	\$212.55	\$252.00
233	Cable Remote Mount 10 Feet for APX 6500 HKN6170	G618	1	Each	\$7.15	\$8.64

234	Remote Mount Cable 17 Feet for APX 6500 HKN6169	G628	1	Each	\$11.05	\$12.96
235	Remote Mount Cable 30 Feet for APX 6500 HKN6168B	G610	1	Each	\$18.20	\$21.60
236	Remote Mount Cable 50 Feet for APX 6500 HKN6167	G609	1	Each	\$25.35	\$30.24
237	Cable Remote Mount 75 Feet for APX 6500 HKN6166A	G607	1	Each	\$32.50	\$38.88
238	Remote Mount Cable 115 Feet for APX 6500 HKN6165	G879	1	Each	\$39.65	\$46.80
239	Remote Mount Cable 128 Ft for APX 6500 HKN6164	G582	1	Each	\$46.80	\$55.44
240	No Remote Cable Needed for APX 6500	GA00179	1	Each	N/A	\$0.00
241	APX O3 Handheld Ch for APX 6500	G72	1	Each	\$676.65	\$802.08
242	APX O2 Control Head for APX 6500	GA00804	1	Each	\$351.65	\$416.88
243	E5 Control Head for APX 6500	GA01670	1	Each	\$466.05	\$552.24
244	APX O7 Control Head for APX 6500	GA00805	1	Each	\$451.75	\$535.68
245	Keypad MIC GCAI for APX 6500 HMN4079	W20	1	Each	\$128.70	\$152.64
246	Gateway RSM And Wireless RSM With Vehicle Charger for APX 6500	GA01354	1	Each	\$357.50	\$382.53
247	Gateway RSM And Wireless RSM for APX 6500 RLN6552	GA01439	1	Each	\$280.15	\$299.65
248	Control Station Desk GCAI MIC for APX 6500 RMN5070	W382	1	Each	\$120.90	\$129.35
249	STD Palm Microphone for APX 6500 HMN1090	W22	1	Each	\$51.35	\$55.25
250	Gateway RSM for APX 6500 PMMN4097	GA01438	1	Each	\$89.70	\$96.20
251	Speaker 15w Water Resistant for APX 6500 HSN4040	G831	1	Each	\$42.90	\$46.15
252	Speaker 7.5w Water Resistant for APX 6500 HSN4038	G832	1	Each	\$43.55	\$46.80
253	Auxiliary Speaker 7.5 Watt for APX 6500 HSN4031	B18	1	Each	\$42.90	\$45.90
254	Auxiliary Covert Speaker 10w for APX 6500 HSN4042	GA01203	1	Each	\$42.90	\$46.15
255	Auxiliary Speaker 13w (3.2ohm) for APX 6500 HSN4032	W432	1	Each	\$51.35	\$55.25
256	Three (3) Year Essential Service for APX 6500	G78	1	Each	\$288.00	\$308.16
257	Three (3) Year Essential Accidental Damage for APX 6500	GA00249AC	1	Each	\$402.00	\$316.00
258	Five (5) Year Essential Service for APX 6500	GA00318	1	Each	\$480.00	\$360.00
259	Five (5) Year Essential Accidental Damage for APX 6500	GA00255AC	1	Each	\$670.00	\$527.00
260	Radio Programming, Single LWIN System, Existing Template for APX 6500	LSV00Q00202A	1	Each	\$100.00	\$72.00
261	ASTRO Digital APX 6500 Dual Head Remote Radio, 700/800 Mhz (10 - 35 Watts), Includes: Astro Digital CAI Operation; Smartzone Operation APX6500; P25 Trunking Software APX; Dual-Control Hd Hardware; APX Control Heads (Either 02 / 05 / 07); APX Control Head Software; Remote Mount Mid Power; Remote Mount Cbl 17 Feet; No RF Antenna; No Microphone; No Speaker; Three (3) Year Essential Service; Must Choose Antenna, 2 - Microphones, And 2 - Speakers Below (Not Included)	M25URS9PW1BN	1	Each	\$5,091.19	\$5,447.57
262	Digital Tone Signaling for APX 6500 Dual Head Remote	GA09000	1	Each	\$107.25	\$127.44
263	DVRS MSU Activation for APX 6500 Dual Head Remote	GA00631	1	Each	\$178.75	\$211.68
264	DVRS PSU Activation for APX 6500 Dual Head Remote	QA00631	1	Each	\$71.50	\$84.96
265	Enhanced Data for APX 6500 Dual Head Remote	QA03399	1	Each	\$107.25	\$127.44
266	FPP & Clone APX for APX 6500 Dual Head Remote	G53	1	Each	\$107.25	\$127.44
267	Group Services for APX 6500 Dual Head Remote	GA09008	1	Each	\$107.25	\$127.44
268	Mission Critical Geofencing for APX 6500 Dual Head Remote	GA09012	1	Each	\$107.25	\$127.44
269	Data Modem Tethering for APX 6500 Dual Head Remote	GA09011	1	Each	\$71.50	\$84.96
270	Multicast Voting Scan for APX 6500 Dual Head Remote	G387	1	Each	\$143.00	\$169.20
271	APX Mobile Radio Authentication for APX 6500 Dual Head Remote	GA01767	1	Each	\$71.50	\$76.70
272	Mobile Personal Accountability SW for APX 6500 Dual Head Remote	G445	1	Each	\$97.50	\$104.65
273	Over The Air Provisioning for APX 6500 Dual Head Remote	G996	1	Each	\$71.50	\$84.96

274	Site Selectable Alert For P25 Trunking for APX 6500 Dual Head Remote	GA00982	1	Each	\$107.25	\$127.44
275	Tactical Radio Stw-Stun/Kill for APX 6500 Dual Head Remote	H02	1	Each	\$58.95	\$64.08
276	TDMA Operation APX for APX 6500 Dual Head Remote	GA00580	1	Each	\$321.75	\$381.60
277	Enhancement Level 2 for APX 6500 Dual Head Remote	GA01771	1	Each	\$148.00	\$235.00
278	HW Key Supplemental Data for APX 6500 Dual Head Remote	QA01648AA	1	Each	\$8.90	\$0.00
279	AES Encryption APX for APX 6500 Dual Head Remote	G843	1	Each	\$339.95	\$0.00
280	AES/Des-XI/DES-OFB Encryption for APX 6500 Dual Head Remote	G851	1	Each	\$571.35	\$0.00
281	No ADP For P25 Cap for APX 6500 Dual Head Remote	QA05751	1	Each	\$0.00	\$0.00
282	Multiple Key Encryption Operation for APX 6500 Dual Head Remote	W969	1	Each	\$238.95	\$252.20
283	Astro 25 OTAR W/ Multikey for APX 6500 Dual Head Remote	G298	1	Each	\$529.10	\$566.15
284	Tactical OTAR APX for APX 6500 Dual Head Remote	H04	1	Each	\$250.25	\$267.80
285	Covert GNSS Glassmount LMR100 for APX 6500 Dual Head Remote PMAN4109	GA01580AA	1	Each	\$50.05	\$53.30
286	GPS Antenna for APX 6500 Dual Head Remote HAG4000	GA00226	1	Each	\$53.95	\$57.85
287	Ant 3db Low-Profile 762-870 Mhz for APX 6500 Dual Head Remote HAF4013	G174	1	Each	\$30.55	\$32.50
288	Ant 3db Elevated Feed 762-870 Mhz for for APX 6500 Dual Head Remote HAF4014	G175	1	Each	\$53.95	\$57.85
289	Ant 1/4 Wave 762-870 Mhz for APX 6500 Dual Head Remote HAF4016	G335	1	Each	\$9.75	\$10.40
290	Ant 3DB Gain 762-870mhz for APX 6500 Dual Head Remote HAF4017	W484	1	Each	\$27.30	\$29.25
291	Substitute Remote Mount For Dash Mount Mid Power for APX 6500 Dual Head Remote With Radio Order	G67	1	Each	\$212.55	\$227.50
292	Cable Remote Mount 10 Feet for APX 6500 Dual Head Remote HKN6170	G618	1	Each	\$7.15	\$7.80
293	Remote Mount Cable 17 Feet for APX 6500 Dual Head Remote HKN6169	G628	1	Each	\$11.05	\$11.70
294	Remote Mount Cable 30 Feet for APX 6500 Dual Head Remote HKN6168B	G610	1	Each	\$18.20	\$19.50
295	Remote Mount Cable 50 Feet for APX 6500 Dual Head Remote HKN6167	G609	1	Each	\$23.35	\$27.30
296	Cable Remote Mount 75 Feet for APX 6500 Dual Head Remote HKN6166A	G607	1	Each	\$32.50	\$35.10
297	Remote Mount Cable 115 Feet for APX 6500 Dual Head Remote HKN6165	G879	1	Each	\$39.65	\$42.25
298	Remote Mount Cable 128 Feet for APX 6500 Dual Head Remote HKN6164	G582	1	Each	\$46.80	\$50.05
299	No Remote Cable Needed for APX 6500 Dual Head Remote	GA00179	1	Each	N/A	\$0.00
300	APX O3 Handheld Ch for APX 6500 Dual Head Remote	G72	1	Each	\$676.65	\$724.10
301	APX O2 Control Head for APX 6500 Dual Head Remote	GA00804	1	Each	\$351.65	\$376.35
302	E5 Control Head for APX 6500 Dual Head Remote	GA01670	1	Each	\$466.05	\$498.55
303	APX O7 Control Head for APX 6500 Dual Head Remote	GA00805	1	Each	\$451.75	\$483.60
304	Keypad MIC GCAI for APX 6500 Dual Head Remote HMN4079	W20	1	Each	\$128.70	\$137.80
305	Gateway RSM And Wireless RSM With Vehicle Charger for APX 6500 Dual Head Remote	GA01354	1	Each	\$357.50	\$382.53
306	Gateway RSM And Wireless RSM for APX 6500 Dual Head Remote RLN6552	GA01439	1	Each	\$280.15	\$299.65
307	Control Station Desk GCAI MIC for APX 6500 Dual Head Remote RMN5070	W382	1	Each	\$120.90	\$129.35
308	STD Palm Microphone for APX 6500 Dual Head Remote HMN1090	W22	1	Each	\$51.35	\$55.25
309	Gateway RSM for APX 6500 Dual Head Remote PMMN4097	GA01438	1	Each	\$89.70	\$96.20
310	Speaker 15w Water Resistant for APX 6500 Dual Head Remote HSN4040	G831	1	Each	\$42.90	\$46.15
311	Speaker 7.5w Water Resistant for APX 6500 Dual Head Remote HSN4038	G832	1	Each	\$43.55	\$51.84
312	Auxiliary Speaker 7.5 Watt for APX 6500 Dual Head Remote HSN4031	B18	1	Each	\$42.90	\$51.12

313	Auxiliary Covert Speaker 10w APX for APX 6500 Dual Head Remote HSN4042	GA01203	1	Each	\$42.90	\$51.12
314	Auxiliary Speaker 13w (3.2ohm) for APX 6500 Dual Head Remote HSN4032	W432	1	Each	\$51.35	\$61.20
315	Three (3) Year Essential Service for APX 6500 Dual Head Remote	G78	1	Each	\$288.00	\$308.16
316	Three (3) Year Essential Accidental Damage for APX 6500 Dual Head Remote	GA00249AC	1	Each	\$402.00	\$227.52
317	Five (5) Year Essential Service for APX 6500 Dual Head Remote	GA00318	1	Each	\$480.00	\$259.20
318	Five (5) Year Essential Accidental Damage for APX 6500 Dual Head Remote	GA00255AC	1	Each	\$670.00	\$379.44
319	Radio Programming, Single LWIN System, Existing Template for APX 6500 Dual Head Remote	LSV00Q00202A	1	Each	\$100.00	\$100.00
320	ASTRO Digital APX 6500 Control Station Radio, 700/800 Mhz (10 - 35 Watts), Includes: Astro Digital CAI Operation; Smartzone Operation APX6500; P25 Trunking Software APX; Dash Mount; APX Control Head (Either 02 / 05 / 07); APX Control Head Software; Control Station Operation; Control Station Power Supply; No RF Antenna; No Microphone; No Speaker; Three (3) Year Essential Service; Must Choose Antenna, Microphone, And Speaker Below (Not Included)	M25URS9PW1BN	1	Each	\$4,685.52	\$5,013.50
321	Digital Tone Signaling for APX 6500 Control Station	GA09000	1	Each	\$107.25	\$127.44
322	DVRS MSU Activation for APX 6500 Control Station	GA00631	1	Each	\$178.75	\$211.68
323	DVRS PSU Activation for APX 6500 Control Station	QA00631	1	Each	\$71.50	\$84.96
324	Enhanced Data for APX 6500 Control Station	QA03399	1	Each	\$107.25	\$127.44
325	FPP & Clone for APX 6500 Control Station	G53	1	Each	\$107.25	\$127.44
326	Group Services for APX 6500 Control Station	GA09008	1	Each	\$107.25	\$127.44
327	Mission Critical Geofencing for APX 6500 Control Station	GA09012	1	Each	\$107.25	\$127.44
328	Data Modem Tethering for APX 6500 Control Station	GA09011	1	Each	\$71.50	\$84.96
329	Multicast Voting Scan for APX 6500 Control Station	G387	1	Each	\$143.00	\$169.20
330	APX Mobile Radio Authentication for APX 6500 Control Station	GA01767	1	Each	\$71.50	\$84.96
331	Mobile Personal Accountability SW for APX 6500 Control Station	G445	1	Each	\$97.50	\$115.92
332	Over The Air Provisioning for APX 6500 Control Station	G996	1	Each	\$71.50	\$76.70
333	Site Selectable Alert For P25 Trunking for APX 6500 Control Station	GA00982	1	Each	\$107.25	\$115.05
334	Tactical Radio Stw-Stun/Kill for APX 6500 Control Station	H02	1	Each	\$53.95	\$57.85
335	TDMA Operation for APX 6500 Control Station	GA00580	1	Each	\$321.75	\$344.50
336	Enhancement Level 2 for APX 6500 Control Station	GA01771	1	Each	\$143.00	\$152.75
337	No GPS/Wi-Fi Antenna Needed for APX 6500 Control Station	GA00235	1	Each	\$0.00	\$0.00
338	HW Key Supplemental Data for APX 6500 Control Station	QA01648AA	1	Each	\$3.90	\$4.17
339	AES Encryption APX for APX 6500 Control Station	G843	1	Each	\$339.95	\$403.20
340	AES/Des-XI/DES-OFB Encryption for APX 6500 Control Station	G851	1	Each	\$571.35	\$677.52
341	No ADP For P25 Cap for APX 6500 Control Station	QA05751	1	Each	\$0.00	\$0.00
342	Multiple Key Encryption Operation for APX 6500 Control Station	W969	1	Each	\$235.95	\$279.36
343	Astro 25 OTAR W/ Multikey for APX 6500 Control Station	G298	1	Each	\$529.10	\$627.12
344	Tactical OTAR APX for APX 6500 Control Station	H04	1	Each	\$250.25	\$296.64
345	Covert GNSS Glassmount LMR100 for APX 6500 Control Station PMAN4109	GA01580AA	1	Each	\$50.05	\$59.04
346	GPS Antenna for APX 6500 Control Station HAG4000	GA00226	1	Each	\$53.95	\$64.08
347	No RF Antenna Needed for APX 6500 Control Station	G89	1	Each	\$0.00	\$0.00
348	Ant 3db Low-Profile 762-870 Mhz for APX 6500 Control Station HAF4013	G174	1	Each	\$30.55	\$36.00

349	Ant 3db Elevated Feed 762-870 Mhz for APX 6500 Control Station HAF4014	G175	1	Each	\$53.95	\$64.08
350	Ant 1/4 Wave 762-870 Mhz for APX 6500 Control Station HAF4016	G335	1	Each	\$9.75	\$11.52
351	Ant 3db Gain 762-870mhz for APX 6500 Control Station HAF4017	W484	1	Each	\$27.30	\$32.40
352	Remote Mount Mid Power	G67	1	Each	\$212.55	\$252.00
353	Cable Remote Mount 10 Feet for APX 6500 Control Station HKN6170	G618	1	Each	\$7.15	\$8.64
354	Remote Mount Cable 17 Feet for APX 6500 Control Station HKN6169	G628	1	Each	\$11.05	\$18.00
355	Remote Mount Cable 30 Feet for APX 6500 Control Station HKN6168B	G610	1	Each	\$18.20	\$0.00
356	Remote Mount Cable 50 Feet for APX 6500 Control Station HKN6167	G609	1	Each	\$25.35	\$0.00
357	Cable Remote Mount 75 Feet for APX 6500 Control Station HKN6166A	G607	1	Each	\$32.50	\$35.10
358	Remote Mount Cable 115 Feet for APX 6500 Control Station HKN6165	G879	1	Each	\$39.65	\$42.25
359	Remote Mount Cable 128 Feet for APX 6500 Control Station HKN6164	G582	1	Each	\$46.80	\$50.05
360	No Remote Cable Needed for APX 6500 Control Station	GA00179	1	Each	N/A	\$0.00
361	APX O3 Handheld Ch for APX 6500 Control Station	G72	1	Each	\$676.65	\$724.10
362	APX O2 Control Head for APX 6500 Control Station	GA00804	1	Each	\$351.65	\$376.35
363	E5 Control Head for APX 6500 Control Station	GA01670	1	Each	\$466.05	\$498.55
364	APX O7 Control Head for APX 6500 Control Station	GA00805	1	Each	\$451.75	\$483.60
365	Keypad MIC GCAI for APX 6500 Control Station HMN4079	W20	1	Each	\$128.70	\$137.80
366	Gateway RSM And Wireless RSM With Vehicle Charger for APX 6500 Control Station	GA01354	1	Each	\$357.50	\$382.53
367	Gateway RSM And Wireless RSM for APX 6500 Control Station RLN6552	GA01439	1	Each	\$280.15	\$299.65
368	Control Station Desk GCAI MIC for APX 6500 Control Station RMN5070	W382	1	Each	\$120.90	\$129.35
369	STD Palm Microphone for APX 6500 Control Station HMN1090	W22	1	Each	\$51.35	\$55.25
370	Gateway RSM for APX 6500 Control Station PMMN4097	GA01438	1	Each	\$89.70	\$96.20
371	Speaker 15w Water Resistant for APX 6500 Control Station HSN4040	G831	1	Each	\$42.90	\$46.15
372	Speaker 7.5w Water Resistant for APX 6500 Control Station HSN4038	G832	1	Each	\$43.55	\$46.80
373	Auxiliary Speaker 7.5 Watt for APX 6500 Control Station HSN4031	B18	1	Each	\$42.90	\$46.15
374	Auxiliary Covert Speaker 10w for APX 6500 Control Station HSN4042	GA01203	1	Each	\$42.90	\$46.15
375	Auxiliary Speaker 13w (3.2ohm) for APX 6500 Control Station HSN4032	W432	1	Each	\$51.35	\$55.25
376	Three (3) Year Essential Service for APX 6500 Control Station	G24	1	Each	\$288.00	\$216.00
377	Three (3) Year Essential Accidental Damage for APX 6500 Control Station	GA00249AC	1	Each	\$402.00	\$316.00
378	Five (5) Year Essential Service for APX 6500 Control Station	GA00318	1	Each	\$480.00	\$360.00
379	Five (5) Year Essential Accidental Damage for APX 6500 Control Station	GA00255AC	1	Each	\$670.00	\$527.00
380	Radio Programming, Single LWIN System, Existing Template for APX 6500 Control Station	LSV00Q00202A	1	Each	\$100.00	\$100.00
381	ASTRO Digital APX 8500 All Band Mp Mobile Radio, 700/800 Mhz (10 - 35 Watts), Includes: Astro Digital CAI Operation; Smartzone Operation APX8500; P25 Trunking Software APX; Dash Mount; APX Control Head (Either 02 / 05 / 07); APX Control Head Software; All Band Mobile Antenna (7/8/V/U); No GPS/Wi-Fi Antenna Needed; No Microphone; No Speaker; Three (3) Year Essential Service; Must Choose Microphone, And Speaker Below (Not Included)	M37TSS9PW1 N	1	Each	\$5,725.15	\$6,125.91
382	Delete VHF Band for APX 8500 All Band Mp Mobile Radio	GA05508	1	Each	-\$520.00	-\$520.00
383	Delete UHF Band for APX 8500 All Band Mp Mobile Radio	GA05509	1	Each	-\$520.00	-\$520.00
384	Out Of The Box Wi-Fi Provisioning for APX 8500 All Band Mp Mobile Radio	GA09007	1	Each	\$0.00	\$229.45

385	DVRS MSU Activation for APX 8500 All Band Mp Mobile Radio	GA00631	1	Each	\$178.75	\$191.10
386	DVRS PSU Activation for APX 8500 All Band Mp Mobile Radio	QA00631	1	Each	\$71.50	\$76.70
387	Enhanced Data for APX 8500 All Band Mp Mobile Radio	QA03399	1	Each	\$107.25	\$115.05
388	FPP & Clone APX for APX 8500 All Band Mp Mobile Radio	G53	1	Each	\$107.25	\$115.05
389	Group Services for APX 8500 All Band Mp Mobile Radio	GA09008	1	Each	\$107.25	\$115.05
390	Mission Critical Geofencing for APX 8500 All Band Mp Mobile Radio	GA09012	1	Each	\$107.25	\$115.05
391	Data Modem Tethering for APX 8500 All Band Mp Mobile Radio	GA09011	1	Each	\$71.50	\$76.70
392	Multicast Voting Scan for APX 8500 All Band Mp Mobile Radio	G387	1	Each	\$143.00	\$152.75
393	APX Mobile Radio Authentication for APX 8500 All Band Mp Mobile Radio	GA01767	1	Each	\$71.50	\$76.70
394	Mobile Personal Accountability SW for APX 8500 All Band Mp Mobile Radio	G445	1	Each	\$97.50	\$115.92
395	Over The Air Provisioning for APX 8500 All Band Mp Mobile Radio	G996	1	Each	\$71.50	\$84.96
396	Site Selectable Alert For P25 Trunking for APX 8500 All Band Mp Mobile Radio	GA00982	1	Each	\$107.25	\$127.44
397	Tactical Radio Stw-Stun/Kill for APX 8500 All Band Mp Mobile Radio	H02	1	Each	\$53.95	\$64.08
398	TDMA Operation for APX 8500 All Band Mp Mobile Radio	GA00580	1	Each	\$321.75	\$530.00
399	Enhancement Level 2 for APX 8500 All Band Mp Mobile Radio	GA01771	1	Each	N/A	\$235.00
400	Wi-Fi Capability for APX 8500 All Band Mp Mobile Radio	GA09001	1	Each	\$214.50	\$353.00
401	HW Key Supplemental Data for APX 8500 All Band Mp Mobile Radio	QA01648AA	1	Each	\$3.90	\$4.62
402	AES Encryption for APX 8500 All Band Mp Mobile Radio	G843	1	Each	\$339.95	\$403.20
403	AES/Des-XI/DES-OFB Encryption for APX 8500 All Band Mp Mobile Radio	G851	1	Each	\$571.35	\$677.52
404	No ADP For P25 Cap for APX 8500 All Band Mp Mobile Radio	QA05751	1	Each	\$0.00	\$0.00
405	Multiple Key Encryption Operation for APX 8500 All Band Mp Mobile Radio	W969	1	Each	\$235.95	\$279.36
406	Astro 25 OTAR W/ Multikey for APX 8500 All Band Mp Mobile Radio	G298	1	Each	\$529.10	\$627.12
407	Tactical OTAR APX for APX 8500 All Band Mp Mobile Radio	H04	1	Each	N/A	\$296.64
408	Impact Green Color Housing (O2) for APX 8500 All Band Mp Mobile Radio	G201	1	Each	\$18.20	\$21.60
409	School Security Enhancement Package for APX 8500 All Band Mp Mobile Radio	GA01056	1	Each	\$50.00	\$42.48
410	Ch Siren & Lights Keypad for APX 8500 All Band Mp Mobile Radio	GA00806	1	Each	\$35.75	\$42.48
411	Covert GNSS Glassmount LMR100 for APX 8500 All Band Mp Mobile Radio	GA01580AA	1	Each	\$50.05	\$59.04
412	GPS Antenna for APX 8500 All Band Mp Mobile Radio	GA00226	1	Each	N/A	\$64.08
413	No RF Antenna Needed for APX 8500 All Band Mp Mobile Radio	G89	1	Each	\$0.00	\$0.00
414	Ant 3db Low-Profile 762-870 MHZ for APX 8500 All Band Mp Mobile Radio HAF4013	G174	1	Each	\$30.55	\$36.00
415	Ant 3db Elevated Feed 762-870 MHZ for APX 8500 All Band Mp Mobile Radio HAF4014	G175	1	Each	\$53.95	\$64.08
416	Ant 1/4 Wave 762-870 Mhz for APX 8500 All Band Mp Mobile Radio HAF4016	G335	1	Each	\$9.75	\$11.52
417	Ant 3db Gain 762-870mhz for APX 8500 All Band Mp Mobile Radio HAF4017	W484	1	Each	\$27.30	\$32.40
418	WiFi/GNSS Flexible Cable Lmr195 for APX 8500 All Band Mp Mobile Radio AN000163A01	GA00250	1	Each	\$71.50	\$84.96
419	Covert GNSS Glassmount Lmr100 for APX 8500 All Band Mp Mobile Radio PMAN4109	GA01580AA	1	Each	\$50.05	\$59.04
420	Remote Mount Mid Power for APX 8500 All Band Mp Mobile Radio	G67	1	Each	\$212.55	\$252.00
421	CBL Remote Mount 10 Feet for APX 8500 All Band Mp Mobile Radio HKN6170	G618	1	Each	\$7.15	\$8.64
422	Remote Mount Cable 17 Feet for APX 8500 All Band Mp Mobile Radio HKN6169	G628	1	Each	\$11.05	\$12.96
423	Remote Mount Cable 30 Feet for APX 8500 All Band Mp Mobile Radio HKN6168B	G610	1	Each	\$18.20	\$19.50
424	Remote Mount Cable 50 Feet for APX 8500 All Band Mp Mobile Radio HKN6167	G609	1	Each	\$25.35	\$27.30

425	Cable Remote Mount 75 Feet for APX 8500 All Band Mp Mobile Radio HKN6166A	G607	1	Each	\$32.50	\$35.10
426	Remote Mount Cable 115 Feet for APX 8500 All Band Mp Mobile Radio HKN6165	G879	1	Each	\$39.65	\$46.80
427	Remote Mount Cable 128 Feet for APX 8500 All Band Mp Mobile Radio HKN6164	G582	1	Each	\$46.80	\$55.44
428	No Remote Cable Needed for APX 8500 All Band Mp Mobile Radio	GA00179	1	Each	N/A	\$0.00
429	APX O3 Handheld Ch for APX 8500 All Band Mp Mobile Radio	G72	1	Each	\$676.65	\$802.08
430	APX O2 Control Head for APX 8500 All Band Mp Mobile Radio	GA00804	1	Each	\$351.65	\$416.88
431	E5 Control Head for APX 8500 All Band Mp Mobile Radio	GA01670	1	Each	\$466.05	\$552.24
432	APX O7 Control Head for APX 8500 All Band Mp Mobile Radio	GA00805	1	Each	\$451.75	\$535.68
433	Keypad MIC GCAI for APX 8500 All Band Mp Mobile Radio HMN4079	W20	1	Each	\$128.70	\$152.64
434	Gateway RSM And Wireless RSM With Vehicle Charger for APX 8500 All Band Mp Mobile Radio	GA01354	1	Each	\$357.50	\$382.53
435	Gateway RSM And Wireless RSM for APX 8500 All Band Mp Mobile Radio RLN6552	GA01439	1	Each	\$280.15	\$331.92
436	Control Station Desk GCAI MIC for APX 8500 All Band Mp Mobile Radio RMN5070	W382	1	Each	\$120.90	\$143.28
437	STD Palm Microphone for APX 8500 All Band Mp Mobile Radio HMN1090	W22	1	Each	\$51.35	\$61.20
438	Gateway RSM for APX 8500 All Band Mp Mobile Radio PMMN4097	GA01438	1	Each	\$89.70	\$106.56
439	Speaker 15w Water Resistant for APX 8500 All Band Mp Mobile Radio HSN4040	G831	1	Each	\$42.90	\$51.12
440	Speaker 7.5w Water Resistant for APX 8500 All Band Mp Mobile Radio HSN4038	G832	1	Each	\$43.55	\$51.84
441	Auxiliary Speaker 7.5 Watt for APX 8500 All Band Mp Mobile Radio HSN4031	B18	1	Each	\$42.90	\$51.12
442	Auxiliary Covert Speaker 10w for APX 8500 All Band Mp Mobile Radio HSN4042	GA01203	1	Each	\$42.90	\$51.12
443	Auxiliary Speaker 13w (3.2ohm) for APX 8500 All Band Mp Mobile Radio HSN4032	W432	1	Each	\$51.35	\$61.20
444	Three (3) Year Essential Service for APX 8500 All Band Mp Mobile Radio	G78	1	Each	\$288.00	\$288.00
445	Three (3) Year Essential Accidental Damage for APX 8500 All Band Mp Mobile Radio	GA00249A	1	Each	\$402.00	\$316.00
446	Five (5) Year Essential Service for APX 8500 All Band Mp Mobile Radio	GA00318	1	Each	\$480.00	\$360.00
447	Five (5) Year Essential Accidental Damage for APX 8500 All Band Mp Mobile Radio	GA00255A	1	Each	\$670.00	\$527.00
448	Radio Programming, Single LWIN System, Existing Template for APX 8500 All Band Mp Mobile Radio for APX 8500 All Band Mp Mobile Radio	LSV00Q00202A	1	Each	\$100.00	\$100.00
449	ASTRO Digital APX 8500 All Band Mp Mobile Radio Motorcycle Configuration, 700/800 Mhz (10 - 35 Watts), Includes: Astro Digital CAI Operation; Smartzone Operation APX8500; P25 Trunking Software APX; Remote Mount; APX Control Head (Either 02 / 05 / 07); APX Control Head Software; All Band Mobile Antenna (7/8/V/U); No GPS/Wi-Fi Antenna Needed; No Microphone; No Speaker; Three (3) Year Essential Service; Must Choose Microphone, And Speaker Below (Not Included)	M37TSS9PW1 N	1	Each	\$5,811.69	\$6,218.50
450	Delete VHF Band for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA05508	1	Each	-\$520.00	\$576.00
451	Delete UHF Band for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA05509	1	Each	-\$520.00	\$576.00
452	No Motorcycle Encl Needed for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	W620	1	Each	\$0.00	\$0.00
453	Enhanced Data for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	QA03399	1	Each	\$107.25	\$115.05
454	FPP & Clone APX for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G53	1	Each	\$107.25	\$115.05
455	Group Services for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA09008	1	Each	\$107.25	\$115.05
456	Mission Critical Geofencing for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA09012	1	Each	\$107.25	\$115.05

457	Data Modem Tethering for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA09011	1	Each	\$71.50	\$76.70
458	APX Mobile Radio Authentication for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA01767	1	Each	\$71.50	\$76.70
459	Mobile Personal Accountability SW for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G445	1	Each	\$97.50	\$104.65
460	Over The Air Provisioning for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G996	1	Each	\$71.50	\$76.70
461	Site Selectable Alert For P25 Trunking for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00982	1	Each	\$107.25	\$115.05
462	Tactical Radio Stw-Stun/Kill for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	H02	1	Each	\$53.95	\$57.85
463	TDMA Operation for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00580	1	Each	\$321.75	\$344.50
464	Wi-Fi Capability for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA09001	1	Each	\$214.50	\$229.45
465	Out Of The Box Wi-Fi Provisioning for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA09007	1	Each	\$0.00	\$229.45
466	AES Encryption for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G843	1	Each	\$339.95	\$364.00
467	No ADP For P25 Cap for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	QA05751	1	Each	\$0.00	\$0.00
468	Multiple Key Encryption Operation for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	W969	1	Each	\$235.95	\$252.20
469	Astro 25 OTAR W/ Multikey for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G298	1	Each	\$529.10	\$566.15
470	APX O2 Control Head (Grey) for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00804	1	Each	\$351.65	\$376.35
471	E5 Control Head for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA01670	1	Each	\$466.05	\$498.55
472	APX O7 Control Head for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00805	1	Each	\$451.75	\$483.60
473	Ch Siren & Lights Keypad for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00806	1	Each	\$35.75	\$38.35
474	Ant 3db Lowpro Motorcycle 762-870MHZ for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration HAF4013	G174	1	Each	\$30.55	\$32.50
475	Ant 3db Motorcycle 762-870mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration HAF4016	G335	1	Each	\$9.75	\$10.40
476	Ant Motorcycle 1/4 Wave Whip 136-144mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00510	1	Each	\$35.75	\$38.25
477	Ant Motorcycle 1/4 Wave Whip 144-150.8mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00511	1	Each	\$35.75	\$38.25
478	Ant Motorcycle 1/4 Wave Whip 150.8- 162mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00512	1	Each	\$35.75	\$38.25
479	Ant Motorcycle 1/4 Wave Whip 162-174 mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00513	1	Each	\$35.75	\$38.25
480	Ant Motorcycle 1/4 Wave 380-433mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G210	1	Each	\$20.80	\$37.70
481	Ant Motorcycle 1/4 Wave Whip 425-470mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00506	1	Each	\$35.75	\$38.25
482	Ant Motorcycle 1/4 Wave Whip 450-482mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00507	1	Each	\$35.75	\$38.25
483	Ant Motorcycle 1/4 Wave Whip 482-512mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00508	1	Each	\$35.75	\$38.25
484	Ant Motorcycle Lo Pro Unity 450-512mhz for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00509	1	Each	\$35.75	\$38.25

485	WiFi/GNSS Flexible Cable LMR195 for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration AN000163A01	GA00250	1	Each	\$71.50	\$76.70
486	No GPS/Wi-Fi Antenna Needed for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA01606AA	1	Each	\$0.00	\$0.00
487	Covert GNSS Glassmount LMR100 for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration PMAN4109	GA01580AA	1	Each	\$50.05	\$53.54
488	No GPS Antenna Needed for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00235	1	Each	\$0.00	\$0.00
489	Covert WiFi Glassmount LMR195 for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA01579AA	1	Each	\$50.05	\$53.54
490	No GPS/Wi-Fi Antenna Needed for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA01606AA	1	Each	\$0.00	\$0.00
491	USB Data INTFC Cable-Dash for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration HKN6163B	G308	1	Each	\$35.75	\$38.25
492	RS232 Data INTFC Cable-Dash for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration HKN6160A	G303	1	Each	N/A	\$59.00
493	External Alarm Relay And Cable for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	W116	1	Each	\$53.95	\$89.00
494	Buzzer 110ma Apex for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration HLN6953	B116	1	Each	N/A	\$59.00
495	Universal Relay Controller for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00259	1	Each	\$178.75	\$211.68
496	Key Lock Mount for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	W81	1	Each	\$23.40	\$28.08
497	Emergency Id Ext. FootSwitch for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration HLN5113	W470	1	Each	\$40.30	\$47.52
498	External Emergency Pushbutton for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration HLN5131	W688	1	Each	\$40.30	\$47.52
499	Printed Test Results Apex for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G799	1	Each	\$7.15	\$10.08
500	APX Mobile User Guide for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	G657	1	Each	\$18.20	\$19.26
501	RFid Label for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00268	1	Each	N/A	#N/A
502	Five (5) Year Essential Service for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00318	1	Each	\$480.00	\$360.00
503	Three (3) Year Essential Accidental Damage for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00249A	1	Each	\$402.00	\$316.00
504	Five (5) Year Essential Accidental Damage for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	GA00255A	1	Each	\$670.00	\$527.00
505	Radio Programming, Single LWIN System, Existing Template for APX 8500 All Band Mp Mobile Radio Motorcycle Configuration	LSV00Q00202A	1	Each	\$100.00	\$100.00
506	ASTRO Digital APX All Band Consolette, Includes: Astro Digital CAI Operation; Smartzone Operation; P25 Trunking Software APX; Limited Front Panel W/Clock/Vu; Control Station Desk GCAI MIC; Internal Speaker; Three (3) Year Essential Service; Must Select Antenna Below (Not Included)	L37TSS9PW1 N	1	Each	\$8,887.23	\$9,509.33
507	Delete VHF Band for APX All Band Consolette	GA05508	1	Each	-\$520.00	-\$576.00
508	Delete UHF Band for APX All Band Consolette	GA05509	1	Each	-\$520.00	-\$576.00
509	Over The Air Provisioning for APX All Band Consolette	G996	1	Each	\$71.50	\$84.96
510	Enhanced Data for APX All Band Consolette	QA03399	1	Each	\$107.25	\$127.44
511	TDMA Operation for APX All Band Consolette	GA00580	1	Each	\$321.75	\$381.60
512	Mobile Personal Accountability SW for APX All Band Consolettes	G445	1	Each	\$97.50	\$115.92
513	Group Services for APX All Band Consolette	GA09008	1	Each	\$107.25	\$127.44
514	Digital Tone Signaling for APX All Band Consolette	GA09000	1	Each	\$107.25	\$127.44

515	FPP & Clone for APX All Band Console	G53	1	Each	\$107.25	\$127.44
516	APX Mobile Radio Authentication for APX All Band Console	GA01767	1	Each	\$71.50	\$84.96
517	AES/Des-XI/DES-OFB Encryption for APX All Band Console	G851	1	Each	\$571.35	\$611.65
518	Astro 25 OTAR W/ Multikey for APX All Band Console	G298	1	Each	\$529.10	\$566.15
519	Multiple Key Encryption Operation for APX All Band Console	W969	1	Each	\$235.95	\$252.20
520	AES Encryption for APX All Band Console	G843	1	Each	\$339.95	\$403.20
521	Des/Des-XI/DES-OFB Encryption for APX All Band Console	G625	1	Each	\$428.35	\$507.60
522	No ADP For P25 Cap for APX All Band Console	QA05751	1	Each	\$0.00	\$0.00
523	Full Fp W/05/Keypad/Clock/Vu for APX All Band Console	L999	1	Each	\$564.20	\$602.45
524	No User/Install Cd Needed for APX All Band Console	GA00237	1	Each	\$0.00	\$0.00
525	No Microphone Needed for APX All Band Console	G90	1	Each	\$0.00	\$0.00
526	Gateway RSM And Wireless RSM With Vehicle Charger for APX All Band Console	GA01354	1	Each	\$357.50	\$382.53
527	Gateway RSM for APX All Band Console PMMN4097	GA01438	1	Each	\$89.70	\$106.56
528	Gateway RSM and Wireless RSM for APX All Band Console RLN6552	GA01439	1	Each	\$280.15	\$331.92
529	DC Cord for APX All Band Console	CA01942	1	Each	\$39.65	\$42.42
530	Cable Ch, Programming,USB for APX All Band Console HKN6184C	HKN6184C	1	Each	\$51.48	\$41.22
531	APX Console Rack Mount Kit for APX All Band Console	HKN6233C	1	Each	\$144.00	\$154.08
532	APX Console Wall Mount Bracket Kit for APX All Band Console	HKN6243A	1	Each	\$43.20	\$46.22
533	5ft GCAI Extension Cable for APX All Band Console	RKN4167A	1	Each	\$34.21	\$36.61
534	Multiplexer QMA APX Console for APX All Band Console	H1926	1	Each	\$198.00	\$211.86
535	Five (5) Year Essential Service for APX All Band Console	GA00318	1	Each	\$480.00	\$360.00
536	Three (3) Year Essential Accidental Damage for APX All Band Console	GA00249A	1	Each	\$402.00	\$316.00
537	Substitute Remote Mount For Dash Mount Mid Power for APX 6500 Dual Head Remote With Radio Order	G67	1	Each	\$212.55	\$252.00
538	Substitute Remote Mount For Dash Mount Mid Power for APX 6500 Dual Head Remote With Radio Order	G67	1	Each	\$212.55	\$252.00
539	CONTROL STATION DESK GCAI MIC for APX 4500 Control Station Radio RMN5070	W382	1	Each	\$120.90	\$143.28
540	CONTROL STATION DESK GCAI MIC for APX 4500 Control Station Radio RMN5070	W382	1	Each	\$120.90	\$143.28
541	Substitute 03 Control Head for 02/05/07 with radio order for APX 6500	G72	1	Each	\$676.65	\$802.08
542	Substitute Remote Mount For Dash Mount Mid Power for APX 6500 Dual Head Remote With Radio Order	G67	1	Each	\$212.55	\$350.00
543	Substitute 03 Control Head for 02/05/07 with radio order for APX 6500 Dual Head Remote	G72	1	Each	\$676.65	\$724.10
544	Substitute 03 Control Head for 02/05/07 with radio order	G72	1	Each	\$676.65	\$802.08
545	Substitute Remote Mount For Dash Mount Mid Power for APX 6500 Dual Head Remote With Radio Order 8500 All Band Mp Mobile Radio	G67	1	Each	\$212.55	\$252.00
546	Substitute 03 Control Head for 02/05/07 with radio order for APX All Band Mp Mobile Radio	G72	1	Each	\$676.65	\$802.08
	POWER CABLE, 20 FOOT TO 12V BATTERY	HKN4192	1	Each		\$36.61
	CABLE, CH POWER AND SPEAKER	HKN6188B				\$51.38
	O7 CH	H1905A				\$483.37
	ADD: O7 REMOTE CHIB	GA01278AA				\$96.00
	ADD: NO MICROPHONE NEEDED APX	G90AC				\$0.00
	ADD: NO SPEAKER APX	G142AD				\$0.00
	6 ADD: APX MP ENH REMOTE TIB	GA01775AA				\$134.23
	ADD: NO PWR CBL	GA01301AA				\$0.00
	ADD: NO REMOTE CABLE NEEDED APX	GA00179AB				\$0.00
	ADD: NO ACCESSORY CABLE	GA01297AA				\$0.00



STATE OF LOUISIANA  
Competitive Contract

Vendor: 310015221  
Company  
MOTOROLA SOLUTIONS INC  
500 W MONROE ST  
CHICAGO IL 60661  
Phone : 337-290-0433  
Fax : 847-761-1338

T Number: 92835  
Version: 5  
LAPS Contract: Yes  
Fiscal Year: 2025  
Min.Ord.Value: 0.00  
Distributor Contract: No  
PCard:Yes  
Co-op Agreement:Yes

Contract number: 4400030771  
Description: Motorola BN Portable Radios - SW

**Buyer Information**  
Name: ADAM COX  
Tel Number: 225-219-4690  
Email: adam.cox@la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
09/30/2024 - 09/29/2026

**Supplier Text:** Renewal of a Statewide Contract to furnish Motorola Brand Name Portable Radios to the State of Louisiana. This contract will be effective for a period of 12 months beginning September 30, 2025 and ending September 29, 2026. At the option of the State of Louisiana and acceptance by the Contractor, this contract may be renewed for one additional 12 month period at the same prices, terms, and conditions. Total contract time not to exceed 36 months.

Contract Documents Include:  
Attachment A - Special Terms and Conditions - Pages 1 - 8  
Attachment B - Price Sheet - Pages 1 - 14

**Notice to Vendor:**

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		Motorola Brand Name Portable Radios  Please refer to Attachment B - Price Sheet for product list and pricing	43191510		0.00000	

Recommending Approval: \_\_\_\_\_ Approved by: \_\_\_\_\_

Contract number: 4400030771 T Number: 92835	Vendor: 310015221 Distributor Contract: NO	Page 2 of 3
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**Standard Terms and Conditions**

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400030771 T Number: 92835	Vendor: 310015221 Distributor Contract: NO	Page 3 of 3
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TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

## **ATTACHMENT A – Special Terms & Conditions**

**Contract Number: 4400030771**

**Contract Title: Motorola Brand Name Portable Radios – SW**

### **SCOPE**

STATEWIDE CONTRACT FOR MOTOROLA BRAND NAME PORTABLE RADIOS.

Portable radios are to operate on the Louisiana Wireless Information Network (LWIN) Statewide 700/800 MHz system.

All items must meet the following minimum specifications and functionality:

- Manufacturer must be approved by Louisiana State Police (LSP) Radio Communications representing the Louisiana Statewide Interoperability Executive Committee (SIEC) for the LWIN system.
- Must be able to operate on 700/800 MHz frequencies.
- Must be able to operate on conventional frequencies as well as on mutual aid frequencies.
- Must meet or exceed P-25 standards.
- Must meet or exceed Mil-specs standard.
- Must be Federal Communications Commission (FCC) type accepted.
- Must have a minimum 3 year manufacturer's warranty.

All items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under this contract must be new. Refurbished items are not acceptable for new purchases.

### **NON-EXCLUSIVE CONTRACT**

This contract is non-exclusive and shall not in any way preclude State Agencies from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

### **COOPERATIVE PURCHASE**

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of this contract, subject to the pricing and terms set forth in this contract.

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any Political Subdivision or Agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including Political Subdivisions, Quasi State Agencies and External Procurement Units) is maintained and regularly updated on the OSP website at: <https://www.doa.la.gov/dao/osp/agency-resources/osp-purchasing/> and may be used as a reference.

Contractors may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for such contract by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the Contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder's opt-out notification to OSP must be honored in accordance with this contract.

## **ATTACHMENT A – Special Terms & Conditions**

**Contract Number: 4400030771**

**Contract Title: Motorola Brand Name Portable Radios – SW**

### **DELIVERY**

Deliver to any Agency of the State government eligible by State statute and/or authorized to purchase from this contract. Delivery is to be made upon the issuance of a purchase order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than 90 business days.

### **TERMS AND CONDITIONS**

This contract contains all terms and conditions with respect to the commodities herein.

The purchase order is the only binding document to be issued against this contract. Signing of Contractor's pre-printed forms is not allowed.

### **ORDERS**

All State Agencies are directed to issue contract purchase orders for a supply of the items required, as and when needed. Political Subdivisions of the State and Quasi State Agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are directed to issue their regular purchase orders directly to the supplier, making reference to this contract and line item numbers.

### **QUANTITIES**

This is an open-ended requirements contract.

### **INCREASE/DECREASE**

The quantities listed herein are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in this contract.

### **PRICES**

Prices shall be complete, including transportation/freight charges prepaid by the Contractor to the destination, inside delivery, unpacking, assembly of all components and removal of all associated debris from premises.

### **FREIGHT CHARGES**

Unit price must be inclusive of any freight charges. Contract should be F.O.B. Destination – title passing upon receipt of goods.

### **PAYMENT**

Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order. Payment will be to vendor and address as shown on order.

## **ATTACHMENT A – Special Terms & Conditions**

**Contract Number: 4400030771**

**Contract Title: Motorola Brand Name Portable Radios – SW**

### **INVOICE**

Invoices will be submitted by the Contractor to the Using Agency as indicated on the purchase order and the invoice should refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, net discount and delivery point. A separate invoice for each order delivered and accepted should be submitted by the Contractor in duplicate directly to the accounting department of the Using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

**PAYMENTS WILL BE MADE TO THE VENDOR AND TO THE ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCE PAYMENTS WILL NOT BE ALLOWED IN THIS CONTRACT.**

### **LATE PAYMENTS**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

### **RENEWAL**

At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for one additional 12 month period at the same prices, terms and conditions. Total contract time may not exceed 36 months.

### **CONTRACT REVISIONS**

Requests for revisions to this contract shall be addressed to the Office of State Procurement. Distributor vendor changes, price reductions and item deletions may be requested at any time during the contract period.

The Contractor must immediately notify the Office of State Procurement when any authorized distributor/channel partner on this contract is terminated, relocated, or added. All orders placed prior to receipt of such notification by the Office of State Procurement must be honored.

**Price List Changes:** The price list bid shall remain firm and effective for the first 3 months of the contract term. Price list changes will be considered during the remainder of the contract period and during any contract renewals. The original price list discount awarded shall remain constant throughout the duration of this contract and renewals. Deeper discounts will be accepted.

Requests for price list changes must be submitted in writing by the Contractor to the Office of State Procurement and must be supported by sufficient documentation such as manufacturer's price increase, significant changes in the published market indicators for the industry, certified raw material cost data and/or any other substantiating information that may be requested by OSP. Upon receipt of the price escalation request, OSP reserves the right to accept the request, request additional information, negotiate the proposed increase, or reject the request outright. Any decision by the Office of State Procurement to grant or decline a request will be at the Office of State Procurement's sole discretion and the Office of State Procurement's decision shall be final.

Price list changes will not be effective until approval has been granted in writing by OSP. No retroactive adjustments to the price list will be allowed.

The Contractor shall immediately notify OSP of all manufacturer's price decreases and the State shall receive the full benefit of such decreases, effective the date in the manufacturer's announcement.

**Contract Additions:** When future offerings of products become commercially available during the contract term and are not commercially offered within the established groups with an established discount structure, this contract may be amended to include such offerings. For this type of addition to be considered, it must be within the scope of the contract, the Contractor must submit the requested group(s) to the Office of State Procurement for approval and the

**ATTACHMENT A – Special Terms & Conditions**

**Contract Number: 4400030771                      Contract Title: Motorola Brand Name Portable Radios – SW**

requested group(s) shall be offered to the State at a percentage discount off the manufacturer’s established catalog price list. The Contractor will be notified to update their contract and proceed with selling the requested product offerings if the offerings are approved by the Office of State Procurement.

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the Office of State Procurement.

Revisions will become effective upon approval by the Office of State Procurement.

**USAGE/REPORTING REQUIREMENTS**

Brand Name Contracts for Portable Radios are expected to have **\$50,000.00** usage annually. This usage amount may be waived in whole or in part due to extenuating circumstances, in the State’s best interest. The Office of State Procurement will consider contract purchases from State Agencies, Quasi State Agencies and Political Subdivisions. The inability or failure to timely produce usage reports evidencing adequate sales may result in the cancellation of your brand name contract for a period of 2 years.

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:  
<https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person’s name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**ADMINISTRATIVE FEES:**

The Contractor shall pay a **1%** administrative fee to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of the contract. The calculation of the administrative fee includes any entity receiving contract pricing. The administrative fees shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under this contract. Initiation and submission of the administrative fees to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees are not submitted in a timely manner, OSP shall have the right to terminate this contract.

The check is to be made payable to: Louisiana DOA – Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables

**ATTACHMENT A – Special Terms & Conditions**

**Contract Number: 4400030771                      Contract Title: Motorola Brand Name Portable Radios – SW**

Specialist, 1201 North 3rd Street, Claiborne Building – Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**NOTE: THE CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400030771 ON THE REMITTANCE. WHEN SUBMITTING ONE REMITTANCE FOR MORE THAN ONE CONTRACT, THE CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.**

**CONTRACTOR’S RESPONSIBILITIES**

**Price Reductions**

Contract price reductions, if provided, shall be offered to all eligible entities utilizing the contract for the same period and same terms and conditions.

**Substitutes**

Only brand names and numbers stated in this contract are approved for delivery under this contract and any substitution must receive prior written approval of the Office of State Procurement.

**Vendor List**

If additional distributor vendors are authorized to receive orders for items contained in said contract, the Contractor should submit a list of those additional authorized distributors including the complete business address. The Prime Contractor will be responsible for the actions of any distributor vendors listed.

**WARRANTY**

The Contractor shall provide the standard warranty offered by the manufacturer for the products in this contract.

**CONTRACT UTILIZATION**

This contract has been designated as a Louisiana Pricing Schedule (“LaPS”). The State intends to use the following process before placing orders under this contract, and the Contractor explicitly understands and agrees to the use of this process before accepting orders under this contract. Where multiple LaPS contracts exist for functionally equivalent products and/or services and the procurement exceeds the defined maximum value for small purchases established by the executive order of the Governor, all eligible users of these contracts will utilize the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that includes, if applicable:
  - A) Performance-based statement of work that includes such things as:
    - The work to be performed
    - Location of work
    - Period of Performance
    - Deliverable schedule
    - Applicable performance standards
    - Acceptance criteria
    - Any special requirements (e.g., security clearances, special knowledge, etc.)
    - The products required (using a generic description of products and functions whenever possible).

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- B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the Contractor's experience and/or past performance performing similar tasks.
  - C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
    - Probable life of the item selected
    - Environmental and energy efficiency considerations
    - Technical qualifications
    - Delivery terms
    - Warranty
    - Maintenance availability
    - Administrative costs
    - Compatibility of an item within the user's environment
    - User's familiarity with the item or service
  - D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than prices in the LaPS contract.
- 2) Submit the Request for Response to at least three LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the Agency's needs.
- 3) Evaluate responses and select the Contractor to receive the order:
- A) After responses have been evaluated, the order shall be placed with the Contractor that represents the best value that meets the Agency's needs. The Ordering Agency should give preference to small entrepreneurs or small and emerging businesses when two or more Contractors can provide the services and/or products at the same firm-fixed price.
  - B) The Ordering Agency shall document in the procurement file the evaluation of the Contractors' responses that formed the basis for selection. The documentation shall identify the Contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.
  - C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.

## INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by the Contractor, its agents, employees, partners or subcontractors, in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The Contractor shall indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be fully assessed against the State in any action for infringement of a United States Letter Patent with respect to the products, materials or services furnished by the Contractor under its bid response and this contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i)

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prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) The State's unauthorized modification or alteration of the products or materials; (ii) The State's use of the products or materials in combination with other products or materials not furnished by the Contractor; (iii) The State's use of the products or materials in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the product or material. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the products or materials, or two times the charges for services rendered by the Contractor under this contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### ASSIGNMENT

The Contractor shall not assign any interest in this contract by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### RIGHT TO AUDIT

The State Legislative Auditor, Federal Auditors and Internal Auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this contract for a period of 5 years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**ATTACHMENT A – Special Terms & Conditions**

**Contract Number: 4400030771                      Contract Title: Motorola Brand Name Portable Radios – SW**

**TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of this contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the last day of the fiscal year for which funds were appropriated.

**WAIVER CLAUSE**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

**SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of this contract are declared severable.

**CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of products/services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

**APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S 39:1671-1673.

4400030771		Attachment B - Price Sheet	Motorola BN Portable Radios (Statewide)			
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
1	ASTRO Digital APX 900 7/800 Mhz Model 2 Portable, Includes: P25 Trunking; Chgr Desktop Single Unit IMPRES (PMPN4174A); Battery, IMPRES Li-Ion 3000MAH (PMNN4493A); IP68 Specification; 2 Belt Clip (PMLN4651); 7/800 Mhz Antenna (NAF5080); Limited Keypad; GPS Activation (QA00782); Radio Packet Data (Q947); Critical Wireless Bluetooth (QA00583); Enhanced Noise Suppression (QA09006); Software (SW) Key Supplemental Data (QA01749); Three (3) Year Essential Service; Must Choose Microphone, Not Included	H92UCF9PW6AN	1	Each	\$2,311.26	\$2,513.70
2	ASTRO Digital APX 900 7/800 MHZ Model 3 Portable, Includes: P25 Trunking; Chgr Desktop Single Unit IMPRES (PMPN4174A); Battery, IMPRESS Li-Ion 3000MAH (PMNN4493A); IP68 Specification; 2 Belt Clip (PMLN4651); 7/800 Mhz Antenna (NAF5080); Full Keypad; GPS Activation (QA00782); Radio Packet Data (Q947); Critical Wireless Bluetooth (QA00583); Enhanced Noise Suppression (QA09006); Software (SW) Key Supplemental Data (QA01749); Three (3) Year Essential Service	H92UCH9PW7AN	1	Each	\$2,476.20	\$2,697.00
3	HW Key Supplemental Data for APX900 Model 2 or Model 3	QA01648AA	1	Each	\$3.90	\$4.17
4	Programming Over P25 (OTAP) for APX900 Model 2 or Model 3	G996AZ	1	Each	\$71.50	\$76.70
5	TDMA Operation for APX900 Model 2 or Model 3	QA00580AF	1	Each	\$321.75	\$344.50
6	Digital Tone Signaling for APX900 Model 2 or Model 3	QA09000AA	1	Each	\$97.50	\$115.05
7	Multikey for APX900 Model 2 or Model 3	H869CQ	1	Each	\$53.95	\$57.85
8	Enhanced Data for APX900 Model 2 or Model 3	QA03399AA	1	Each	\$107.25	\$115.05
9	Group Services for APX900 Model 2 or Model 3	QA09008AA	1	Each	\$107.25	\$115.05
10	P25 Link Layer Authentication for APX900 Model 2 or Model 3	QA01767AW	1	Each	\$71.50	\$76.70
11	Mission Critical Geofencing for APX900 Model 2 or Model 3	QA09012AA	1	Each	\$107.25	\$115.05
12	AES 256 Encryption for APX900 Model 2 or Model 3	QA06653AA	1	Each	\$232.70	\$248.95
13	Site Selectable Alert for P25 Trunking for APX900 Model 2 or Model 3	QA00982AB	1	Each	\$107.25	\$115.05
14	No ADP For P25 Cap for APX900 Model 2 or Model 3	QA05751	1	Each	\$0.00	\$0.00
15	Delete Standard Antenna (NAF5080) for APX900 Model 2 or Model 3	H112LW	1	Each	-\$6.00	-\$6.00
16	Antenna, Stubby, 700/800 Mhz 9cm for APX900 Model 2 or Model 3	PMAF4022A	1	Each	\$22.50	\$24.13
17	Antenna 1/2 Wave 7 Whip 700/800 Mhz for APX900 Model 2 or Model 3	NAF5080	1	Each	\$9.36	\$9.99
18	IMPRES Lilon TIA 2900mAh for APX900 Model 2 or Model 3	QA06766AA	1	Each	\$83.52	\$88.98
19	IMPRES Lilon 3000 mAh Battery, IP68 for APX900 Model 2 or Model 3	PMNN4493A	1	Each	\$107.28	\$107.16
20	IMPRES Lilon 2900 mAh Battery, IP68 for APX900 Model 2 or Model 3	PMNN4489C	1	Each	\$129.60	\$149.69
21	Vehicular Charger for APX900 Model 2 or Model 3	NNTN7616D	1	Each	\$324.72	\$347.79
22	Charger Interface Unit Gen1 IMPRES Suc for APX900 Model 2 or Model 3	NNTN8045A	1	Each	\$54.00	\$57.60
23	Assembly, Charger, Travel for APX900 Model 2 or Model 3	NNTN8525A	1	Each	\$74.16	\$79.04
24	Charger Desktop MultiUnit IMPRES 2 1 Display Ext Ps 100240VAC US/NA for APX900 Model 2 or Model 3	PMPN4284B	1	Each	\$509.04	\$544.98
25	IMPRES RSM, Noise Canc. Emergency Button 3.5mm Jack Ip54 for APX900 Model 2 or Model 3	PMMN4062AL	1	Each	\$92.88	\$97.93
26	APX IMPRES RSM W/VOL, IP57 for APX900 Model 2 or Model 3	PMMN4065AL	1	Each	\$77.04	\$88.78
27	IMPRES RSM, 3.5MM Audio Jack for APX900 Model 2 or Model 3	PMMN4069AL	1	Each	\$95.76	\$110.66
28	Belt Clip 2 for APX900 Model 2 or Model 3	PMLN4651A	1	Each	\$9.36	\$9.99
29	2.5 Inch Swivel Belt Loop for APX900 Model 2 or Model 3	PMLN5610A	1	Each	\$9.54	\$14.09
30	3.0 Inch Swivel Belt Loop for APX900 Model 2 or Model 3	PMLN5611A	1	Each	\$9.54	\$14.15
31	Hard Leather Carry Case with three (3) In Fixed Belt Loop Full Keypad for APX900 Model 2 or Model 3	PMLN5838A	1	Each	\$39.60	\$42.44
32	Hard Leather Carry Case with three (3) In swivel Belt Loop Full Keypad for APX900 Model 2 or Model 3	PMLN5840A	1	Each	\$48.24	\$51.59
33	Nylon Carry Case with three (3) In Fixed Belt Loop Full Keypad for APX900 Model 2 or Model 3	PMLN5844A	1	Each	\$20.16	\$21.64
34	2.5Inch Belt Clip for APX900 Model 2 or Model 3	PMLN7008A	1	Each	\$10.08	\$10.81
35	Hard Leather Carry Case With 2.5 In swivel Belt Loop FKP for APX900 Model 2 or Model 3	PMLN5842A	1	Each	\$46.62	\$49.92
36	One (1) Wire Earbud,29cm Cord,Black for APX900 Model 2 or Model 3	NNTN8294A	1	Each	\$31.14	\$33.28
37	One (1) Wire Earbud,116cm Cord,Black for APX900 Model 2 or Model 3	NNTN8295A	1	Each	\$31.14	\$35.62
38	Accy,Kit,Ear Piece,2w Short Cord,BI for APX900 Model 2 or Model 3	NNTN8296A	1	Each	\$139.68	\$149.77
39	One (1) Wire Surveillance Kit For Ocw/Mcw for APX900 Model 2 or Model 3	PMLN7052A	1	Each	\$40.50	\$43.26
40	FlexibleFit swivel Earpiece W/ Boom Mic, Multipack for APX900 Model 2 or Model 3	PMLN7203A	1	Each	\$31.86	\$34.11
41	Bluetooth Accessory Kit W/Na Power Supply for APX900 Model 2 or Model 3	RLN6500A	1	Each	\$77.04	\$82.37
42	Wireless Accessory Kit, Standard Pair for APX900 Model 2 or Model 3	NNTN8127B	1	Each	\$100.80	\$108.00
43	Xbt Headset Hb, Heavy Duty Headset, Bt for APX900 Model 2 or Model 3	RLN6491B	1	Each	\$503.28	\$581.59
44	Completely Discreet Wrls Surveillance Kit for APX900 Model 2 or Model 3	NNTN8434A	1	Each	\$400.32	\$428.49
45	Wireless Accessory Kit, Standard Pair, 12 In Cable for APX900 Model 2 or Model 3	NNTN8125C	1	Each	\$185.76	\$198.86

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)		
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
46	Radio Programming, Single LWIN System, Existing Template for APX900 Model 2 or Model 3	LSV00Q00202A	1	Each	\$100.00	\$100.00
47	APX 4000 7/800 MHZ Model 2 Portable, Includes: Two Knob Configuration (QA04865); P25 Trunking; Upgraded Battery, IMPRES Li-Ion 2800MAH (PMNN4448); 700 /800 MHZ Antenna; Individual Charger; 2 Belt Clip (PMLN4651); Integrated GPS Hardware; Integrated Bluetooth Hardware; IP67 Environmental Specifications; Limited Keypad; Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H51UCF9PW6 N	1	Each		
48	APX 4000 7/800 MHZ Model 3 Portable, Includes: Two Knob Configuration (QA04865); P25 Trunking; Upgraded Battery, IMPRES Li-Ion 2800MAH (PMNN4448); 700 /800 MHZ Antenna; Individual Charger; 2 Belt Clip (PMLN4651); Integrated GPS Hardware; Integrated Bluetooth Hardware; IP67 Environmental Specifications; Full Keypad; Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H51UCH9PW7 N	1	Each		
49	Programming Over P25 (OTAP) for APX4000 Model 2 or Model 3	G996	1	Each		
50	TDMA Operation for APX4000 Model 2 or Model 3	QA00580	1	Each		
51	Mandown Operation for APX4000 Model 2 or Model 3	QA01843	1	Each		
52	DVRS PSU Activation for APX4000 Model 2 or Model 3	QA00631	1	Each		
53	APX Personnel Accountability for APX4000 Model 2 or Model 3	QA45	1	Each		
54	Enhanced Data for APX4000 Model 2 or Model 3	QA03399	1	Each		
55	Extreme Noise Reduction for APX4000 Model 2 or Model 3	QA01833	1	Each		
56	Mission Critical Geofencing for APX4000 Model 2 or Model 3	QA09012	1	Each		
57	Digital Tone Signaling for APX4000 Model 2 or Model 3	QA09000	1	Each		
58	Group Services for APX4000 Model 2 or Model 3	QA09008	1	Each		
59	No ADP For P25 Cap for APX4000 Model 2 or Model 3	QA05751	1	Each		
60	Multikey for APX4000 Model 2 or Model 3	H869	1	Each		
61	AES Encryption for APX4000 Model 2 or Model 3	Q629	1	Each		
62	Tactical Rekey With Multikey for APX4000 Model 2 or Model 3	H04	1	Each		
63	HW Key Supplemental Data for APX4000 Model 2 or Model 3	QA01648AA	1	Each		
64	Multicast Voting Scan for APX4000 Model 2 or Model 3	Q387	1	Each		
65	Trunked Radio Trace/ Remote Mo for APX4000 Model 2 or Model 3	H43	1	Each		
66	One Touch/Status Msg for APX4000 Model 2 or Model 3	H46	1	Each		
67	P25 Link Layer Authentication for APX4000 Model 2 or Model 3	QA01767	1	Each		
68	Enhancement Level 1 for APX4000 Model 2 or Model 3	QA01770	1	Each		
69	Site Selectable Alert For P25 Trunking for APX4000 Model 2 or Model 3	QA00982	1	Each		
70	Front Panel Programming & Cloning for APX4000 Model 2 or Model 3	Q53	1	Each		
71	Tactical Radio StwStun/Kill for APX4000 Model 2 or Model 3	H02	1	Each		
72	Delete Standard Antenna for APX4000 Model 2 or Model 3	H112	1	Each		
73	700/800 GPS Antenna for APX4000 Model 2 or Model 3	NAF5085A	1	Each	\$34.92	\$37.44
74	IMPRES Li-Ion 2800mah (PMNN4448B) for APX4000 Model 2 or Model 3	QA02750	1	Each	\$75.40	\$104.63
75	IMPRES Li-Ion 2500mah Rugged UI (Nntn8560) for APX4000 Model 2 or Model 3	QA04934	1	Each		
76	IMPRES Li-Ion 2500mah UL/Delta T BattBattery (Nntn8560B) for APX4000 Model 2 or Model 3	QA00582	1	Each	\$93.60	\$93.60
77	IMPRES Li Ion 2300m 2350t for APX4000 Model 2 or Model 3	PMNN4424AR	1	Each		
78	IMPRES Li Ion TIA 4950 IP67 2500t for APX4000 Model 2 or Model 3	NNTN8560B	1	Each	\$126.00	\$145.53
79	Battery Pack, Mah, Imp Std IP67 Li ion2700m2800t for APX4000 Model 2 or Model 3	PMNN4448B	1	Each	\$110.16	\$115.90
80	Submersible (Delta T) for APX4000 Model 2 or Model 3	H499	1	Each		
81	Wall Mount Kit For IMPRES MultiUnit Charger for APX4000 Model 2 or Model 3	NLN7967	1	Each	\$16.38	\$17.47
82	Assembly, Charger, Travel for APX4000 Model 2 or Model 3	NNTN8525A	1	Each	\$74.16	\$79.04
83	Insert, Universal Muc for APX4000 Model 2 or Model 3	NNTN8170A	1	Each	\$161.28	\$172.23
84	Charger Desktop Single Unit IMPRES, US/NA for APX4000 Model 2 or Model 3	PMPN4174A	1	Each		
85	Insert, Universal Suc for APX4000 Model 2 or Model 3	NNTN8169A	1	Each		
86	MultiUnit Charger, 6 Unit for APX4000 Model 2 or Model 3	PMPN4284B	1	Each	\$509.04	\$544.98
87	APX IMPRES RSM W/Vol, Ip57 for APX4000 Model 2 or Model 3	PMMN4065AL	1	Each	\$82.80	\$88.78
88	IMPRES RSM DeltaT for APX4000 Model 2 or Model 3	PMMN4083AL	1	Each	\$97.20	\$103.68
89	Audio Accessory Remote Speaker Microphone,IMPRES Windporting RSM, Ip55 for APX4000 Model 2 or Model 3	PMMN4099DL	1	Each	\$104.40	\$109.83
90	IMPRES RSM, Noise Canc. Emergency Button 3.5mm Jack IP54 for APX4000 Model 2 or Model 3	PMMN4062AL	1	Each	\$92.88	\$97.93
91	Accessory Kit, APX Wireless RSM W/ Duc Us/Na/Ip/Tw (APX Wireless RSM Kit: Includes Battery, Clip, DualUnit Charger (Duc), And Power Supply) for APX4000 Model 2 or Model 3	RLN6554A	1	Each	\$233.28	\$490.32
92	Plus RSM NC IP54 Thrd 3.5mm Jack Rx for APX4000 Model 2 or Model 3	PMMN4084A	1	Each	\$74.16	\$79.04
93	IMPRES RSM, 3.5mm Audio Jack for APX4000 Model 2 or Model 3	PMMN4069A	1	Each	\$103.68	\$110.66
94	IMPRES RSM No Dsply W Jack, No Chnl for APX4000 Model 2 or Model 3	HMN4101B	1	Each		

4400030771	Attachment B - Price Sheet	Motorola BN Portable Radios (Statewide)				
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
95	IMPRES XP RSM For APX W/ Dual Mic Noise Suppression, 3.5mm Thrd Jack for APX4000 Model 2 or Model 3	NMN6274A	1	Each		
96	IMPRES XP RSM For APX W/ Dual Mic Noise Suppression, 3.5mm Thrd Jack for APX4000 Model 2 or Model 3	NMN6271A	1	Each		
97	IMPRES RSM Dsply W Jack, No Chnl for APX4000 Model 2 or Model 3	HMN4103B	1	Each		
98	IMPRES RSM Dsply W Jack, W Chnl for APX4000 Model 2 or Model 3	HMN4104B	1	Each		
99	Delete Standard Belt Clip for APX4000 Model 2 or Model 3	H301	1	Each		
100	Belt Clip 2 for APX4000 Model 2 or Model 3	PMLN4651A	1	Each	\$9.36	\$9.99
101	2.5inch Belt Clip for APX4000 Model 2 or Model 3	PMLN7008A	1	Each	\$10.08	\$10.81
102	APX 4000 2.5 Replacement swivel Belt Loop (Replacement 2.5 Inches Leather swivel Belt Loop) for APX4000 Model 2 or Model 3	PMLN5407A	1	Each	\$12.06	\$12.90
103	APX2000/4000 TwoKnob,swivel,Leather Carry Case (2 Belt Loop) for APX4000 Model 2 or Model 3	PMLN7182A	1	Each	\$51.32	\$54.91
104	APX2000/4000 OneKnob, swivel, Leather Carry Case for APX4000 Model 2 or Model 3	PMLN6085A	1	Each	\$46.66	\$49.92
105	Wireless Accessory Kit NFP 12 Cable (Mission Critical Wireless Earpiece With 12 Inch Cable And PushToTalk Pod) for APX4000 Model 2 or Model 3	NTN2570C	1	Each	\$252.00	\$269.99
106	Mission Critical Wireless RSM W/ Battery And Clip for APX4000 Model 2 or Model 3	RLN6544A	1	Each	\$194.40	\$433.44
107	Radio Programming, Single Lwin System. Existing Template for APX4000 Model 2 or Model 3	LSV00Q00202A	1	Each	\$100.00	\$100.00
108	ASTRO Digital APX 6000Li Model 2.5, Includes: Limited Key Pad; 9600 Trunking Digital Trunking; Battery, Li-Ion IMPRES 2 IP68 3400 MAH; Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (PMAF40407); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H98UCF9PW6BN	1	Each	\$3,860.74	\$4,168.47
109	ASTRO Digital APX 6000Li Model 3.5, Includes: Full Key Pad; 9600 Trunking Digital Trunking; Battery, Li-Ion IMPRES 2 IP68 3400 MAH; Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (PMAF40407); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H98UCH9PW7BN	1	Each	\$4,191.59	\$4,529.22
110	P25 Link Layer Authentication for APX6000Li Model 2.5 or Model 3.5	QA01767AT	1	Each	\$71.50	\$76.70
111	TDMA Operation for APX6000Li Model 2.5 or Model 3.5	QA00580AC	1	Each	\$321.75	\$344.50
112	Programming Over P25 (Otap) for APX6000Li Model 2.5 or Model 3.5	G996AU	1	Each	\$71.50	\$76.70
113	Multicast Voting Scan for APX6000Li Model 2.5 or Model 3.5	Q387AY	1	Each	\$143.00	\$152.75
114	Enhanced Data for APX6000Li Model 2.5 or Model 3.5	QA03399AA	1	Each	\$107.25	\$115.05
115	DVRS PSU Activation for APX6000Li Model 2.5 or Model 3.5	QA00631AB	1	Each	\$71.50	\$76.70
116	Radio Trace/ Remote Monitor for APX6000Li Model 2.5 or Model 3.5	H43BE	1	Each	\$53.95	\$57.85
117	One Touch/Status Msg for APX6000Li Model 2.5 or Model 3.5	H46BA	1	Each	\$53.95	\$57.85
118	Site Selectable Alert For P25 Trunking for APX6000Li Model 2.5 or Model 3.5	QA00982AB	1	Each	\$107.25	\$115.05
119	Mission Critical Geofencing for APX6000Li Model 2.5 or Model 3.5	QA09012AA	1	Each	\$107.25	\$115.05
120	Digital Tone Signaling for APX6000Li Model 2.5 or Model 3.5	QA09000AA	1	Each	\$107.25	\$115.05
121	Extreme 1 Sided Noise Reduction for APX6000Li Model 2.5 or Model 3.5	QA01833	1	Each	\$18.20	\$19.50
122	Group Services for APX6000Li Model 2.5 or Model 3.5	QA09008AA	1	Each	\$107.25	\$115.05
123	Mandown Operation for APX6000Li Model 2.5 or Model 3.5	QA01843AA	1	Each	\$107.25	\$115.05
124	APX Personnel Accountability for APX6000Li Model 2.5 or Model 3.5	Q445AG	1	Each	\$107.25	\$115.05
125	Tactical Radio StwStun/Kill for APX6000Li Model 2.5 or Model 3.5	H02AK	1	Each	\$53.95	\$57.85
126	Enhanced Zone Bank for APX6000Li Model 2.5 or Model 3.5	QA01768AA	1	Each	\$53.95	\$57.85
127	HW Key Supplemental Data for APX6000Li Model 2.5 or Model 3.5	QA01648AA	1	Each	\$3.90	\$4.17
128	No ADP For P25 Cap for APX6000Li Model 2.5 or Model 3.5	QA05751	1	Each	\$0.00	\$0.00
129	DVPXI Encryption for APX6000Li Model 2.5 or Model 3.5	H797	1	Each	\$348.40	\$373.10
130	DES, DESXI, DESOFB Encryption for APX6000Li Model 2.5 or Model 3.5	Q625	1	Each	\$428.35	\$458.25
131	AES Encryption for APX6000Li Model 2.5 or Model 3.5	Q629AK	1	Each	\$339.95	\$364.00
132	AES/DESXI/DESOFB Encryption for APX6000Li Model 2.5 or Model 3.5	Q15	1	Each	\$571.35	\$611.65
133	Multkey for APX6000Li Model 2.5 or Model 3.5	H869BZ	1	Each	\$235.95	\$252.20
134	Tactical Rekey With Multkey for APX6000Li Model 2.5 or Model 3.5	H04	1	Each	\$250.25	\$267.80
135	Front Panel Programming & Cloning for APX6000Li Model 2.5 or Model 3.5	Q53	1	Each	\$107.25	\$115.05
136	Three (3) Year Essential Accidental Damage for APX6000Li Model 2.5 or Model 3.5	HA00022AB	1	Each	\$272.00	\$272.00
137	Five (5) Year Essential Service for APX6000Li Model 2.5 or Model 3.5	Q887	1	Each	\$222.00	\$306.00
138	Five (5) Year Essential Accidental Damage for APX6000Li Model 2.5 or Model 3.5	HA00025AG	1	Each	\$454.00	\$454.00
139	Delete Standard Antenna for APX6000Li Model 2.5 or Model 3.5	H112	1	Each	-\$6.50	-\$6.50
140	GPS Stubby Antenna (NAG4000) for APX6000Li Model 2.5 or Model 3.5	QA00785	1	Each	\$13.00	\$13.65

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)			
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price	
141	1/4 Wave 7/800 GPS Stubby (NAR6595A) for APX6000Li Model 2.5 or Model 3.5	H122	1	Each	\$16.90	\$18.20	
142	Battery IMPRES 2 Li Ion TIA 4950 IP68 3100t Std for APX6000Li Model 2.5 or Model 3.5	QA07577	1	Each	\$101.40	\$108.55	
143	Li Ion IMPRES 2 4500 Mah UI/CSA (Nntn8921a) for APX6000Li Model 2.5 or Model 3.5	QA05575	1	Each	\$107.25	\$107.25	
144	Li Ion IMPRES 2 IP68 3400 Mah for APX6000Li Model 2.5 or Model 3.5	QA05570	1	Each	\$75.40	\$80.60	
145	Li Ion IMPRES 2 IP68 4850 Mah for APX6000Li Model 2.5 or Model 3.5	QA05571	1	Each	\$86.45	\$92.95	
146	Li Ion IMPRES 2 IP68 5100mah for APX6000Li Model 2.5 or Model 3.5	QA05573	1	Each	\$101.40	\$108.55	
147	BATT IMPRES 2 Li Ion R IP68 4850t for APX6000Li Model 2.5 or Model 3.5	PMNN4487A	1	Each	\$156.96	\$157.18	
148	BATT IMPRES 2 Li Ion R IP68 3400t for APX6000Li Model 2.5 or Model 3.5	PMNN4486A	1	Each	\$135.36	\$149.11	
149	BATT IMPRES 2 Li Ion R IP68 5100t for APX6000Li Model 2.5 or Model 3.5	PMNN4494A	1	Each	\$164.88	\$181.12	
150	Hard Leather Case With Three (3) Inch Fixed Belt Loop for APX6000Li Model 2.5 or Model 3.5	PMLN7903A	1	Each	\$52.02	\$55.75	
151	Carry Case, APX6000 2.75 Inch lbl TIA Battery for APX6000Li Model 2.5 or Model 3.5	PMLN7904A	1	Each	\$61.38	\$65.73	
152	APX 3 Replacement swivel Belt Loop for APX6000Li Model 2.5 or Model 3.5	PMLN5409A	1	Each	\$12.06	\$12.90	
153	Replacement 2.5 swivel Belt Loop for APX6000Li Model 2.5 or Model 3.5	PMLN5407A	1	Each	\$12.06	\$12.90	
154	Basic Carry Holder (Pmln7901) for APX6000Li Model 2.5 or Model 3.5	QA00779	1	Each	\$23.04	\$26.63	
155	Accessory Kit, Molded Nylon Carry Case W/Swivel for APX6000Li Model 2.5 or Model 3.5	PMLN6802A	1	Each	\$42.77	\$45.76	
156	Carry Case 3 Inch Fixed Belt Loop 4200mah for APX6000Li Model 2.5 or Model 3.5	PMLN5660B	1	Each	\$53.65	\$57.41	
157	Carry Case 2.75 Inch Swivel Belt Loop 4200mah for APX6000Li Model 2.5 or Model 3.5	PMLN5659B	1	Each	\$57.54	\$61.57	
158	Wireless Accessory Kit NFP 12 Cable for APX6000Li Model 2.5 or Model 3.5	NTN2570C	1	Each	\$252.00	\$269.99	
159	Accessory Kit, APX Wireless RSM W/ DUC US/NA/JP/TW for APX6000Li Model 2.5 or Model 3.5	RLN6554A	1	Each	\$233.28	\$490.32	
160	IMPRES RSM, Noise Canc. Emergency Button 3.5mm Jack Ip54 for APX6000Li Model 2.5 or Model 3.5	PMMN4062AL	1	Each	\$92.88	\$97.93	
161	APX IMPRES RSM W/Vol, IP57 for APX6000Li Model 2.5 or Model 3.5	PMMN4065AL	1	Each	\$77.04	\$88.78	
162	Mission Critical Wireless RSM W/ Battery And Clip for APX6000Li Model 2.5 or Model 3.5	RLN6544A	1	Each	\$194.40	\$433.44	
163	IMPRES RSM, 3.5mm Audio Jack for APX6000Li Model 2.5 or Model 3.5	PMMN4069AL	1	Each	\$95.76	\$110.66	
164	IMPRES RSM Delta T for APX6000Li Model 2.5 or Model 3.5	PMMN4083AL	1	Each	\$97.20	\$103.68	
165	Plus RSM NC IP54 Thrd 3.5mm Jack Rx for APX6000Li Model 2.5 or Model 3.5	PMMN4084A	1	Each	\$74.16	\$79.04	
166	Audio AccessoryRemote Speaker Microphone,IMPRES Windporting RSM, Ip55 for APX6000Li Model 2.5 or Model 3.5	PMMN4099DL	1	Each	\$104.40	\$109.83	
167	PSM IP55 With 3.5mm Jack Rx 18in for APX6000Li Model 2.5 or Model 3.5	PMMN4059B	1	Each	\$127.44	\$136.45	
168	PSM IP55 With 3.5mm Jack Rx 24in for APX6000Li Model 2.5 or Model 3.5	PMMN4060B	1	Each	\$127.44	\$136.45	
169	PSM IP55 With 3.5mm Jack Rx 30in for APX6000Li Model 2.5 or Model 3.5	PMMN4061B	1	Each	\$127.44	\$136.45	
170	Radio Programming, Single LWIN System. Existing Template	LSV00Q00202A	1	Each	\$100.00	\$100.00	
171	ASTRO Digital APX 6000 Model 2.5, Includes: Limited Key Pad; Smartzone Operation; Astro Digital CAI Operation; P25 9600 Band Trunking ; Battery, Li-Ion IMPRES 2 IP68 3400 MAH; Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (PMAF40407); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H98UCF9PW6BN	1	Each	\$4,179.24	\$4,509.07	
172	ASTRO Digital APX 6000 Model 3.5, Includes: Full Key Pad; Smartzone Operation; Astro Digital CAI Operation; P25 9600 Band Trunking ; Battery, Li-Ion IMPRES 2 IP68 3400 MAH; Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (PMAF40407); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H98UCH9PW7BN	1	Each	\$4,510.09	\$4,913.31	
173	P25 Link Layer Authentication for APX6000 Model 2.5 or Model 3.5	QA01767AT	1	Each	\$71.50	\$76.70	
174	TDMA Operation for APX6000 Model 2.5 or Model 3.5	QA00580AC	1	Each	\$321.75	\$344.50	
175	Programming Over P25 (OTAP) for APX6000 Model 2.5 or Model 3.5	G996AU	1	Each	\$71.50	\$76.70	
176	Multicast Voting Scan for APX6000 Model 2.5 or Model 3.5	Q387AY	1	Each	\$143.00	\$152.75	
177	Enhanced Data for APX6000 Model 2.5 or Model 3.5	QA03399AA	1	Each	\$107.25	\$115.05	

4400030771	Attachment B - Price Sheet	Motorola BN Portable Radios (Statewide)				
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
178	DVRS PSU Activation for APX6000 Model 2.5 or Model 3.5	QA00631AB	1	Each	\$71.50	\$76.70
179	Radio Trace/ Remote Monitor for APX6000 Model 2.5 or Model 3.5	H43BE	1	Each	\$53.95	\$57.85
180	One Touch/Status Msg for APX6000 Model 2.5 or Model 3.5	H46BA	1	Each	\$53.95	\$57.85
181	Site Selectable Alert For P25 Trunking for APX6000 Model 2.5 or Model 3.5	QA00982AB	1	Each	\$107.25	\$115.05
182	Mission Critical Geofencing for APX6000 Model 2.5 or Model 3.5	QA09012AA	1	Each	\$107.25	\$115.05
183	Digital Tone Signaling for APX6000 Model 2.5 or Model 3.5	QA09000AA	1	Each	\$107.25	\$115.05
184	Extreme 1 Sided Noise Reduction for APX6000 Model 2.5 or Model 3.5	QA01833	1	Each	\$18.20	\$19.50
185	Group Services for APX6000 Model 2.5 or Model 3.5	QA09008AA	1	Each	\$107.25	\$115.05
186	Mandown Operation for APX6000 Model 2.5 or Model 3.5	QA01843AA	1	Each	\$107.25	\$115.05
187	APX Personnel Accountability for APX6000 Model 2.5 or Model 3.5	Q445AG	1	Each	\$107.25	\$115.05
188	Tactical Radio StwStun/Kill for APX6000 Model 2.5 or Model 3.5	H02AK	1	Each	\$53.95	\$57.85
189	Enhanced Zone Bank for APX6000 Model 2.5 or Model 3.5	QA01768AA	1	Each	\$53.95	\$57.85
190	HW Key Supplemental Data for APX6000 Model 2.5 or Model 3.5	QA01648AA	1	Each	\$3.90	\$4.17
191	No ADP For P25 Cap for APX6000 Model 2.5 or Model 3.5	QA05751	1	Each	\$0.00	\$0.00
192	DVPXI Encryption for APX6000 Model 2.5 or Model 3.5	H797	1	Each	\$348.40	\$373.10
193	DES, DESXl, DESOFB Encryption for APX6000 Model 2.5 or Model 3.5	Q625	1	Each	\$428.35	\$458.25
194	AES Encryption for APX6000 Model 2.5 or Model 3.5	Q629AK	1	Each	\$339.95	\$364.00
195	AES/DESXl/DESOFB Encryption for APX6000 Model 2.5 or Model 3.5	Q15	1	Each	\$571.35	\$611.65
196	Multikey for APX6000 Model 2.5 or Model 3.5	H869BZ	1	Each	\$235.95	\$252.20
197	Tactical Rekey With Multikey for APX6000 Model 2.5 or Model 3.5	H04	1	Each	\$250.25	\$267.80
198	Submersible (Delta T) for APX6000 Model 2.5 or Model 3.5	H499	1	Each	\$107.25	\$107.25
199	WiFi Capability for APX6000 Model 2.5 or Model 3.5	QA09001AB	1	Each	\$214.50	\$214.50
200	Out Of The Box WiFi Provisioning for APX6000 Model 2.5 or Model 3.5	QA09007	1	Each	\$0.00	\$0.00
201	Adaptive Noise Suppression (3 Watt Rated Audio ) for APX6000 Model 2.5 or Model 3.5	QA09006AA	1	Each	\$107.25	\$107.25
202	Front Panel Programming & Cloning for APX6000 Model 2.5 or Model 3.5	Q53	1	Each	\$107.25	\$115.05
203	Data Modem Tethering (Requires WiFi (Qa09001) for APX6000 Model 2.5 or Model 3.5	GA09011	1	Each	\$71.50	\$76.70
204	Three (3) Year Essential Accidental Damage for APX6000 Model 2.5 or Model 3.5	HA00022AC	1	Each	\$203.45	\$313.00
205	Five (5) Year Essential Service for APX6000 Model 2.5 or Model 3.5	Q887	1	Each	\$147.55	\$227.00
206	Five (5) Year Essential Accidental Damage for APX6000 Model 2.5 or Model 3.5	HA00025AH	1	Each	\$313.30	\$482.00
207	IMPRES RSM, Noise Canc. Emergency Button 3.5mm Jack Ip54 for APX6000 Model 2.5 or Model 3.5	PMMN4062AL	1	Each	\$92.88	\$97.93
208	Accessory Kit, APX Wireless RSM W/ DUC US/NA/JP/TW for APX6000 Model 2.5 or Model 3.5	RLN6554A	1	Each	\$233.28	\$490.32
209	APX IMPRES RSM W/Vol, IP57 for APX6000 Model 2.5 or Model 3.5	PMMN4065AL	1	Each	\$77.04	\$88.78
210	Mission Critical Wireless RSM W/ Battery And Clip for APX6000 Model 2.5 or Model 3.5	RLN6544A	1	Each	\$194.40	\$433.44
211	IMPRES RSM, 3.5mm Audio Jack for APX6000 Model 2.5 or Model 3.5	PMMN4069AL	1	Each	\$95.76	\$110.66
212	IMPRES RSM Delta T for APX6000 Model 2.5 or Model 3.5	PMMN4083AL	1	Each	\$97.20	\$103.68
213	Plus RSM NC IP54 Thrd 3.5mm Jack Rx for APX6000 Model 2.5 or Model 3.5	PMMN4084A	1	Each	\$74.16	\$79.04
214	IMPRES RSM Dsply W Jack, W Chnl for APX6000 Model 2.5 or Model 3.5	HMN4104B	1	Each	\$352.80	\$352.80
215	IMPRES RSM Dsply W Jack, No Chnl for APX6000 Model 2.5 or Model 3.5	HMN4103B	1	Each	\$268.56	\$268.56
216	Audio Accessory Remote Speaker Microphone,IMPRES Windporting RSM, IP55 for APX6000 Model 2.5 or Model 3.5	PMMN4099DL	1	Each	\$104.40	\$109.83
217	PSM IP55 With 3.5mm Jack Rx 18in for APX6000 Model 2.5 or Model 3.5	PMMN4059B	1	Each	\$127.44	\$136.45
218	PSM IP55 With 3.5mm Jack Rx 24in for APX6000 Model 2.5 or Model 3.5	PMMN4060B	1	Each	\$127.44	\$136.45
219	PSM IP55 With 3.5mm Jack Rx 30in for APX6000 Model 2.5 or Model 3.5	PMMN4061B	1	Each	\$127.44	\$136.45
220	Delete Standard Antenna for APX6000 Model 2.5 or Model 3.5	H112	1	Each	-\$6.50	-\$6.50
221	GPS Stubby Antenna (NAG4000A) for APX6000 Model 2.5 or Model 3.5	QA00785	1	Each	\$13.00	\$13.52
222	1/4 Wave 7/800 GPS Stubby (Nar6595a) for APX6000 Model 2.5 or Model 3.5	H122	1	Each	\$16.90	\$21.78
223	BATT IMPRES 2 Li Ion TIA4950 IP68 3100t Std for APX6000 Model 2.5 or Model 3.5	QA07577	1	Each	\$96.85	\$108.55
224	Li Ion IMPRES 2 4500 Mah Ul/CSA (PMMN4573A) for APX6000 Model 2.5 or Model 3.5	QA07576	1	Each	\$118.30	\$132.60
225	Li Ion IMPRES 2 IP68 3400 Mah for APX6000 Model 2.5 or Model 3.5	QA05570	1	Each	\$71.50	\$80.60
226	Li Ion IMPRES 2 IP68 4850 Mah for APX6000 Model 2.5 or Model 3.5	QA05571	1	Each	\$82.55	\$92.95
227	Li Ion IMPRES 2 IP68 5100mah for APX6000 Model 2.5 or Model 3.5	QA05573	1	Each	\$96.85	\$108.55
228	TIA4950 IMPRES 2 Li Ion 4600mah for APX6000 Model 2.5 or Model 3.5	QA07576	1	Each	\$118.30	\$132.60
229	TIA4950 IMPRES 2 Li Ion 4600mah for APX6000 Model 2.5 or Model 3.5	QA07739	1	Each	\$53.95	\$60.61

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)		
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
230	BATT IMPRES 2 Li Ion Tia4950 R Ip68 3100t for APX6000 Model 2.5 or Model 3.5	QA07578	1	Each	\$53.95	\$60.61
231	BATT IMPRES 2 Li Ion R IP68 4850t for APX6000 Model 2.5 or Model 3.5	PMNN4487A	1	Each	\$149.76	\$157.18
232	BATT IMPRES 2 Li Ion R IP68 3400t for APX6000 Model 2.5 or Model 3.5	PMNN4486A	1	Each	\$128.88	\$149.11
233	BATT IMPRES 2 Li Ion R IP68 5100t for APX6000 Model 2.5 or Model 3.5	PMNN4494A	1	Each	\$156.96	\$181.12
234	IMPRES 2 Li Ion R IP68 2550t for APX6000 Model 2.5 or Model 3.5	PMNN4485A	1	Each	\$110.16	\$133.55
235	Hard Leather Case With 3 Inch Fixed Belt Loop for APX6000 Model 2.5 or Model 3.5	PMLN7903A	1	Each	\$52.10	\$55.75
236	Carry Accessory Case, APX6000 CC 2.75 lbl TIA Battery for APX6000 Model 2.5 or Model 3.5	PMLN7904A	1	Each	\$61.38	\$65.73
237	APX 3 Replacement swivel Belt Loop for APX6000 Model 2.5 or Model 3.5	PMLN5409A	1	Each	\$12.05	\$12.90
238	Replacement 2.5 swivel Belt Loop for APX6000 Model 2.5 or Model 3.5	PMLN5407A	1	Each	\$12.05	\$12.90
239	Basic Carry Holder (P,LN7901A) for APX6000 Model 2.5 or Model 3.5	QA00779	1	Each	\$20.80	\$24.04
240	Belt Clip 3.0 (Hln6875) for APX6000 Model 2.5 or Model 3.5	QA01222	1	Each	\$8.45	\$9.76
241	Accessory Kit, Molded Nylon Carry Case W/swivel for APX6000 Model 2.5 or Model 3.5	PMLN6802A	1	Each	\$42.77	\$45.76
242	Carry Case 3 Inch Fixed Belt Loop 4200mah for APX6000 Model 2.5 or Model 3.5	PMLN5660B	1	Each	\$53.65	\$57.41
243	Carry Case 2.75 Inch Swivel Belt Loop 4200mah for APX6000 Model 2.5 or Model 3.5	PMLN5659B	1	Each	\$57.54	\$61.57
244	Wireless Accessory Kit NFP 12 Cable for APX6000 Model 2.5 or Model 3.5	NTN2570C	1	Each	\$252.00	\$269.99
245	Radio Programming, Single Lwin System. Existing Template for APX6000 Model 2.5 or Model 3.5	LSV00Q00202A	1	Each	\$100.00	\$100.00
246	ASTRO Digital APX 6000XE Model 1.5, Includes: Rugged Radio; Top Display, No Key Pad; Smartzone Operation; Astro Digital CAI Operation; P25 9600 Band Trunking ;Enhanced Zone Bank (QA02006); Battery, IMPRES 2 Li-Ion, 3100MAH, TIA 4950 Battery, IP68 Rated (PMNN4547); MIL-STD Delta-T, IP68 (2 M, 4 HR); Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 Mhz Whip Antenna (PMAF40407); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H98UCD9PW5BN	1	Each	\$4,420.48	\$4,888.63
247	ASTRO Digital APX 6000XE Model 2.5, Includes: Rugged Radio; Limited Key Pad; Top Display And Front Display; Smartzone Operation; Astro Digital CAI Operation; P25 9600 Band Trunking ; Enhanced Zone Bank (QA02006); Battery, IMPRES 2 Li-Ion, 3100MAH, TIA 4950 Battery, IP68 Rated (PMNN4547); MIL-STD Delta-T, IP68 (2 M, 4 Hr); Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (Le) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (PMAF40407); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H98UCF9PW6BN	1	Each	\$4,668.78	\$5,160.33
248	ASTRO Digital APX 6000XE Model 3.5, Includes: Rugged Radio; Full Key Pad; Top Display And Front Display; Smartzone Operation; Astro Digital CAI Operation; P25 9600 Band Trunking ; Enhanced Zone Bank (QA02006); Battery, IMPRES 2 Li-Ion, 3100MAH, TIA 4950 Battery, IP68 Rated (PMNN4547); MIL-STD Delta-T, IP68 (2 M, 4 Hr); Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (PMAF40407); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H98UCH9PW7BN	1	Each	\$4,999.63	\$5,521.08
249	P25 Link Layer Authentication for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA01767AT	1	Each	\$71.50	\$76.70
250	TDMA Operation for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA00580AC	1	Each	\$321.75	\$344.50
251	Programming Over P25 (OTAP) for APX6000XE Model 1.5, Model 2.5 or Model 3.5	G996AU	1	Each	\$71.50	\$76.70
252	Multicast Voting Scan for APX6000XE Model 1.5, Model 2.5 or Model 3.5	Q387AY	1	Each	\$143.00	\$152.75
253	Enhanced Data for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA03399AA	1	Each	\$107.25	\$115.05
254	DVRS PSU Activation for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA00631AB	1	Each	\$71.50	\$76.70
255	Radio Trace/ Remote Monitor for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H43BE	1	Each	\$53.95	\$57.85
256	One Touch/Status Msg for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H46BA	1	Each	\$53.95	\$57.85

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)		
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
257	Site Selectable Alert For P25 Trunking for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA00982AB	1	Each	\$107.25	\$115.05
258	Mission Critical Geofencing for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA09012AA	1	Each	\$107.25	\$115.05
259	Digital Tone Signaling for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA09000AA	1	Each	\$107.25	\$115.05
260	Extreme 1 Sided Noise Reduction for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA01833	1	Each	\$19.50	\$19.50
261	Group Services for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA09008AA	1	Each	\$107.25	\$115.05
262	Mandown Operation for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA01843AA	1	Each	\$107.25	\$115.05
263	APX Personnel Accountability for APX6000XE Model 1.5, Model 2.5 or Model 3.5	Q445AG	1	Each	\$107.25	\$115.05
264	Tactical Radio StwStun/Kill for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H02AK	1	Each	\$53.95	\$57.85
265	Enhanced Zone Bank for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA01768AA	1	Each	\$53.95	\$57.85
266	HW Key Supplemental Data for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA01648AA	1	Each	\$3.90	\$4.17
267	No ADP For P25 Cap for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA05751	1	Each	\$0.00	\$0.00
268	DVPXI Encryption for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H797	1	Each	\$348.40	\$373.10
269	DES,DESXI,DESOFB Encryption for APX6000XE Model 1.5, Model 2.5 or Model 3.5	Q625	1	Each	\$428.35	\$458.25
270	AES Encryption for APX6000XE Model 1.5, Model 2.5 or Model 3.5	Q629AK	1	Each	\$339.95	\$364.00
271	AES/DESXI/DESOFB Encryption for APX6000XE Model 1.5, Model 2.5 or Model 3.5	Q15	1	Each	\$571.35	\$611.65
272	Multikey for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H869BZ	1	Each	\$235.95	\$252.20
273	Tactical Rekey With Multikey for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H04	1	Each	\$250.25	\$267.80
274	WiFi Capability for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA09001	1	Each	\$214.50	\$252.20
275	Out Of The Box WiFi Provisioning for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA09007	1	Each	\$0.00	\$0.00
276	Adaptive Noise Suppression (3 Watt Rated Audio ) for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA09006	1	Each	\$107.25	\$115.05
277	Front Panel Programming & Cloning for APX6000XE Model 1.5, Model 2.5 or Model 3.5	Q53	1	Each	\$123.50	\$123.50
278	Data Modem Tethering (requires WiFi (Qa09001) ) for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA09011	1	Each	\$71.50	\$71.50
279	Three (3) Year Essential Accidental Damage for APX6000XE Model 1.5, Model 2.5 or Model 3.5	HA00022AC	1	Each	\$313.00	\$313.00
280	Five (5) Year Essential Service for APX6000XE Model 1.5, Model 2.5 or Model 3.5	Q887	1	Each	\$227.00	\$227.00
281	Five (5) Year Essential Accidental Damage for APX6000XE Model 1.5, Model 2.5 or Model 3.5	HA00025AH	1	Each	\$482.00	\$482.00
282	IMPRES RSM, Noise Canc. Emergency Button 3.5mm Jack IP54 for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4062AL	1	Each	\$92.88	\$97.93
283	Accessory Kit, APX Wireless RSM W/ DUC US/NA/JP/TW for APX6000XE Model 1.5, Model 2.5 or Model 3.5	RLN6554A	1	Each	\$233.28	\$490.32
284	APX IMPRES RSM W/Vol, IP57 for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4065A	1	Each	\$77.04	\$88.78
285	Mission Critical Wireless RSM W/ Battery And Clip for APX6000XE Model 1.5, Model 2.5 or Model 3.5	RLN6544A	1	Each	\$194.40	\$433.44
286	IMPRES RSM, 3.5mm Audio Jack for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4069AL	1	Each	\$95.76	\$110.66
287	IMPRES RSM Delta T for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4083AL	1	Each	\$97.20	\$103.68
288	Plus RSM NC IP54 Thrd 3.5mm Jack Rx for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4084A	1	Each	\$74.16	\$79.04
289	Audio Accessory Remote Speaker Microphone,IMPRES Windporting RSM, IP55 for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4099DL	1	Each	\$104.40	\$109.83
290	PSM IP55 With 3.5MM Jack RX 18IN for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4059B	1	Each	\$127.44	\$136.45
291	PSM IP55 With 3.5MM Jack RX 24IN for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4060B	1	Each	\$127.44	\$136.45
292	PSM IP55 With 3.5MM Jack RX 30IN for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMMN4061B	1	Each	\$127.44	\$136.45
293	Delete Standard Antenna for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H112	1	Each	-\$6.50	-\$6.50
294	GPS Stubby Antenna (NAG4000) for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA00785	1	Each	\$13.00	\$13.52
295	1/4 Wave 7/800 GPS Stubby (NAR6595A) for APX6000XE Model 1.5, Model 2.5 or Model 3.5	H122	1	Each	\$16.90	\$21.78
296	Li Ion IMPRES 2 IP68 3400 MAH for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA05570	1	Each	\$71.50	\$80.60

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)		
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
297	Li Ion IMPRES 2 IP68 4850 MAH for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA05571	1	Each	\$82.55	\$92.95
298	Li Ion IMPRES 2 IP68 5100MAH for APX6000XE Model 1.5, Model 2.5 or Model 3.5	QA05573	1	Each	\$96.85	\$108.55
299	BATT IMPRES 2 Li Ion R IP68 4850t for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMNN4487	1	Each	\$149.76	\$157.18
300	BATT IMPRES 2 Li Ion R IP68 3400t for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMNN4486	1	Each	\$128.88	\$149.11
301	BATT IMPRES 2 Li Ion R IP68 5100t for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMNN4494	1	Each	\$156.96	\$181.12
302	BATT IMPRES 2 Li Ion R IP68 2550t for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMNN4485	1	Each	\$110.16	\$133.55
303	Accessory Kit, Molded Nylon Carry Case with Swivel for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMLN6802A	1	Each	\$42.77	\$45.76
304	Carry Case with 3 Inch Fixed Belt Loop 4200MAH for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMLN5879A	1	Each	\$48.21	\$51.59
305	Carry Case 2.75 Inch Swivel Belt Loop 4200MAH for APX6000XE Model 1.5, Model 2.5 or Model 3.5	PMLN5877A	1	Each	\$50.54	\$54.08
306	Wireless Accessory Kit NFP 12 Cable for APX6000XE Model 1.5, Model 2.5 or Model 3.5	NTN2570C	1	Each	\$252.00	\$269.99
307	Radio Programming, Single LWIN System, Existing Template for APX6000XE Model 1.5, Model 2.5 or Model 3.5	LSV00Q00202A	1	Each	\$100.00	\$100.00
308	APX 8000 All Band Portable Model 2.5, Includes: All-Band Capability (UHF, VHF, 7/800); Smartzone Operation; Astro Digital CAI Operation; P25 9600 Band Trunking; Limited Key Pad; Top And Front Display; Batt IMPRES 2 Li-Ion Div2 3400 (PMNN4486); Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; Adaptive Audio Engine; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key; Radio Packet Data (Q947); Software Key (QA01749); 3 Watt Rated Audio; Carry Holder; IP68 (2 M, 2 Hr); All-Band Antenna (KT000026A01); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H91TGD9PW6AN	1	Each	\$6,766.64	\$7,446.48
309	APX 8000 All Band Portable Model 3.5, Includes: All-Band Capability (UHF, VHF, 7/800); Smartzone Operation; Astro Digital CAI Operation; P25 9600 Band Trunking; Full Key Pad; Top And Front Display; Batt IMPRES 2 Li-Ion Div2 3400 (PMNN4486); Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA; Adaptive Audio Engine; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key; Radio Packet Data (Q947); Software Key (QA01749); 3 Watt Rated Audio; Carry Holder; IP68 (2 M, 2 Hr); All-Band Antenna (KT000026A01); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H91TGD9PW7AN	1	Each	\$7,014.73	\$7,722.73
310	P25 Link Layer Authentication for APX8000 Model 2.5 or Model 3.5	QA01767AB	1	Each	\$71.50	\$76.70
311	TDMA Operation for APX8000 Model 2.5 or Model 3.5	QA00580AA	1	Each	\$321.75	\$344.50
312	Programming Over P25 (OTAP) for APX8000 Model 2.5 or Model 3.5	G996AP	1	Each	\$71.50	\$76.70
313	Multicast Voting Scan for APX8000 Model 2.5 or Model 3.5	Q387AW	1	Each	\$143.00	\$152.75
314	DVRS PSU Activation for APX8000 Model 2.5 or Model 3.5	QA00631AB	1	Each	\$71.50	\$76.70
315	Site Selectable Alert For P25 Trunking for APX8000 Model 2.5 or Model 3.5	QA00982AB	1	Each	\$107.25	\$115.05
316	Mission Critical Geofencing for APX8000 Model 2.5 or Model 3.5	QA09012AA	1	Each	\$107.25	\$115.05
317	Digital Tone Signaling for APX8000 Model 2.5 or Model 3.5	QA09000AA	1	Each	\$107.25	\$115.05
318	Group Services for APX8000 Model 2.5 or Model 3.5	QA09008AA	1	Each	\$107.25	\$115.05
319	Mandown Operation for APX8000 Model 2.5 or Model 3.5	QA01843AC	1	Each	\$107.25	\$115.05
320	APX Personnel Accountability for APX8000 Model 2.5 or Model 3.5	Q445AG	1	Each	\$107.25	\$115.05
321	Enhanced Data for APX8000 Model 2.5 or Model 3.5	QA03399AA	1	Each	\$107.25	\$115.05
322	Tactical Radio Stw-Stun/Kill for APX8000 Model 2.5 or Model 3.5	H02AK	1	Each	\$53.95	\$57.85
323	WiFi Capability for APX8000 Model 2.5 or Model 3.5	QA09001AB	1	Each	\$214.50	\$229.45
324	Out Of The Box WiFi Provisioning for APX8000 Model 2.5 or Model 3.5	QA09007	1	Each	\$0.00	\$0.00
325	Data Modem Tethering for APX8000 Model 2.5 or Model 3.5	GA09011	1	Each	\$71.50	\$76.70
326	HW Key Supplemental Data for APX8000 Model 2.5 or Model 3.5	QA01648AA	1	Each	\$3.90	\$4.17
327	No ADP For P25 Cap for APX8000 Model 2.5 or Model 3.5	QA05751AA	1	Each	\$0.00	\$0.00
328	DVP-XI Encryption for APX8000 Model 2.5 or Model 3.5	H797	1	Each	\$348.40	\$373.10
329	DES,DES-XI,DES-OFB Encryption for APX8000 Model 2.5 or Model 3.5	Q625	1	Each	\$428.35	\$458.25
330	AES Encryption for APX8000 Model 2.5 or Model 3.5	Q629AH	1	Each	\$339.95	\$364.00
331	AES/DES-XI/DES-OFB Encryption for APX8000 Model 2.5 or Model 3.5	Q15AJ	1	Each	\$571.35	\$611.65
332	Multikey for APX8000 Model 2.5 or Model 3.5	H869BW	1	Each	\$235.95	\$252.20
333	Astro 25 Otar W/ Multikey for APX8000 Model 2.5 or Model 3.5	Q498	1	Each	\$529.10	\$566.15
334	Front Panel Programming & Cloning for APX8000 Model 2.5 or Model 3.5	Q53	1	Each	\$107.25	\$115.05
335	Housing Yellow for APX8000 Model 2.5 or Model 3.5	H64	1	Each	\$18.20	\$19.50
336	Housing Green for APX8000 Model 2.5 or Model 3.5	QA01427AG	1	Each	\$18.20	\$19.50
337	Submersible (Delta T) for APX8000 Model 2.5 or Model 3.5	H499	1	Each	\$107.25	\$115.05

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)		
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
338	Delete 7/800 Mhz Band for APX8000 Model 2.5 or Model 3.5	QA05507AA	1	Each	-\$520.00	-\$520.00
339	Delete VHF Band for APX8000 Model 2.5 or Model 3.5	QA05508AA	1	Each	-\$520.00	-\$520.00
340	Delete UHF Band for APX8000 Model 2.5 or Model 3.5	QA05509AA	1	Each	-\$520.00	-\$520.00
341	Li-Ion IMPRES 2 IP68 4850 Mah for APX8000 Model 2.5 or Model 3.5	QA05571	1	Each	\$82.55	\$82.55
342	Li-Ion IMPRES 2 IP68 5100 Mah for APX8000 Model 2.5 or Model 3.5	QA05573	1	Each	\$96.85	\$96.85
343	Batt IMPRES 2 Li Ion Div2 3400 for APX8000 Model 2.5 or Model 3.5	QA05594	1	Each	\$92.95	\$92.95
344	Batt IMPRES 2 Li Ion Div2 4850 for APX8000 Model 2.5 or Model 3.5	QA05595	1	Each	\$104.00	\$104.00
345	Rugged Div2 Batt IMPRES 2 Li Ion 3400 for APX8000 Model 2.5 or Model 3.5	QA07571	1	Each	\$35.75	\$35.75
346	Rugged Div2 Batt IMPRES 2 Li Ion 4850 for APX8000 Model 2.5 or Model 3.5	QA07573	1	Each	\$53.95	\$53.95
347	Battery IMPRES 2 Li Ion R IP68 5100t for APX8000 Model 2.5 or Model 3.5	PMNN4494A	1	Each	\$156.96	\$181.12
348	Battery IMPRES 2 Li Ion R IP68 3400t for APX8000 Model 2.5 or Model 3.5	PMNN4486A	1	Each	\$128.88	\$149.11
349	Battery IMPRES 2 Li Ion R IP68 4850t for APX8000 Model 2.5 or Model 3.5	PMNN4487A	1	Each	\$149.76	\$157.18
350	Battery IMPRES 2 Li Ion R IP68 2550t for APX8000 Model 2.5 or Model 3.5	PMNN4485A	1	Each	\$110.16	\$133.55
351	Three (3) Year Essential Accidental Damage for APX8000 Model 2.5 or Model 3.5	HA00022AC	1	Each	\$326.00	\$326.00
352	Five (5) Year Essential Service for APX8000 Model 2.5 or Model 3.5	Q887	1	Each	\$224.00	\$224.00
353	Five (5) Year Essential Accidental Damage for APX8000 Model 2.5 or Model 3.5	HA00025AH	1	Each	\$504.00	\$504.00
354	IMPRES RSM, Noise Canc. Emergency Button 3.5mm Jack IP54 for APX8000 Model 2.5 or Model 3.5	PMMN4062AL	1	Each	\$92.88	\$97.93
355	Accessory Kit, APX Wireless RSM W/ DUC US/NA/JP/TW for APX8000 Model 2.5 or Model 3.5	RLN6554A	1	Each	\$233.28	\$490.32
356	APX IMPRES RSM W/Vol, IP57 for APX8000 Model 2.5 or Model 3.5	PMMN4065AL	1	Each	\$77.04	\$88.78
357	Mission Critical Wireless RSM W/ BattBattery And Clip for APX8000 Model 2.5 or Model 3.5	RLN6544A	1	Each	\$194.40	\$433.44
358	IMPRES RSM, 3.5mm Audio Jack for APX8000 Model 2.5 or Model 3.5	PMMN4069AL	1	Each	\$95.76	\$110.66
359	Audio Accessory-Remote Speaker Microphone,IMPRES XE RSM Xt Cable Green for APX8000 Model 2.5 or Model 3.5	NNTN8575A	1	Each	\$418.35	\$418.35
360	IMPRES RSM Delta-T for APX8000 Model 2.5 or Model 3.5	PMMN4083AL	1	Each	\$479.00	\$103.68
361	IMPRES RSM No Dsply W Jack, No Chnl for APX8000 Model 2.5 or Model 3.5	HMN4101B	1	Each		
362	Plus RSM Nc IP54 Thrd 3.5mm Jack Rx for APX8000 Model 2.5 or Model 3.5	PMMN4084A	1	Each	\$74.16	\$79.04
363	IMPRES RSM Dsply W Jack, W Chnl for APX8000 Model 2.5 or Model 3.5	HMN4104B	1	Each		
364	IMPRES RSM Dsply W Jack, No Chnl for APX8000 Model 2.5 or Model 3.5	HMN4103B	1	Each		
365	Audio Accessory-Remote Speaker Microphone,IMPRES Windporting RSM, IP55 for APX8000 Model 2.5 or Model 3.5	PMMN4099DL	1	Each	\$104.40	\$109.83
366	IMPRES XP RSM For APX W/ Dual Mic Noise Suppression for APX8000 Model 2.5 or Model 3.5	NMN6271A	1	Each		
367	Audio Adapter,APX XE500 Remote Speaker Mic, High Impact Green for APX8000 Model 2.5 or Model 3.5	PMMN4106B	1	Each		
368	APX XE500 Remote Speaker Mic, Black, With Channel Knob for APX8000 Model 2.5 or Model 3.5	PMMN4106BBLK	1	Each		
369	XE500 Remote Speaker Microphone W/O Ch Ctrl for APX8000 Model 2.5 or Model 3.5	PMMN4107A	1	Each		
370	APX XE500 Remote Speaker Mic, Black, No Channel Knob for APX8000 Model 2.5 or Model 3.5	PMMN4107ABLK	1	Each		
371	PSM IP55 With 3.5mm Jack Rx 18in for APX8000 Model 2.5 or Model 3.5	PMMN4059B	1	Each	\$127.44	\$136.45
372	PSM IP55 With 3.5mm Jack Rx 24in for APX8000 Model 2.5 or Model 3.5	PMMN4060B	1	Each	\$127.44	\$136.45
373	PSM IP55 With 3.5mm Jack Rx 30in for APX8000 Model 2.5 or Model 3.5	PMMN4061B	1	Each	\$127.44	\$136.45
374	Delete Standard Antenna for APX8000 Model 2.5 or Model 3.5	H112LT	1	Each	-\$6.50	-\$6.50
375	GPS Stubby Antenna (NAG4000) for APX8000 Model 2.5 or Model 3.5	QA00785	1	Each	\$13.52	\$13.52
376	1/4 Wave 7/800 GPS Stubby (NAR6595a) for APX8000 Model 2.5 or Model 3.5	H122	1	Each	\$21.78	\$21.78
377	Hard Leather Case With 3-Inch Fixed Belt Loop for APX8000 Model 2.5 or Model 3.5	PMLN7903A	1	Each	\$52.10	\$55.75
378	Carry Case 2.75 Inch Swivel Belt Loop TIA Battery for APX8000 Model 2.5 or Model 3.5	PMLN7904A	1	Each	\$61.38	\$65.73
379	3 Replacement Swivel Belt Loop for APX8000 Model 2.5 or Model 3.5	PMLN5409A	1	Each	\$12.05	\$12.90
380	Replacement 2.5 Swivel Belt Loop for APX8000 Model 2.5 or Model 3.5	PMLN5407A	1	Each	\$12.05	\$12.90
381	Basic Carry Holder (Pmln7901A) for APX8000 Model 2.5 or Model 3.5	QA00779	1	Each	\$23.04	\$26.63

4400030771 Attachment B - Price Sheet Motorola BN Portable Radios (Statewide)						
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
382	Carry Accessory Strap,XL, With Button Back Holder for APX8000 Model 2.5 or Model 3.5	AY000229A01	1	Each	\$38.88	\$49.05
383	Carry Case 3 Inch Fixed Belt Loop 4200mah for APX8000 Model 2.5 or Model 3.5	PMLN5660B	1	Each	\$53.65	\$57.41
384	Carry Case 2.75 Inch Swivel Belt Loop 4200mah for APX8000 Model 2.5 or Model 3.5	PMLN5659B	1	Each	\$57.54	\$61.57
385	Breakaway Chest Pack for APX8000 Model 2.5 or Model 3.5	RLN4570A	1	Each	\$42.18	\$45.14
386	Carry Accessory-Strap,With Button Back Holder for APX8000 Model 2.5 or Model 3.5	AY000223A01	1	Each	\$38.88	\$41.76
387	Accessory Kit,Molded Nylon Carry Case W/swivel for APX8000 Model 2.5 or Model 3.5	PMLN6802A	1	Each	\$42.77	\$45.76
388	Chestpack, Universal for APX8000 Model 2.5 or Model 3.5	HLN6602	1	Each	\$29.55	\$31.62
389	Accessory Kit, Fireman's Radio Strap for APX8000 Model 2.5 or Model 3.5	RLN6486A	1	Each	\$28.77	\$37.93
390	Belt Waist Blk for APX8000 Model 2.5 or Model 3.5	4200865599	1	Each	\$15.55	\$16.64
391	3 Plastic Belt Clip Attachment for APX8000 Model 2.5 or Model 3.5	HLN6875A	1	Each	\$10.11	\$10.81
392	Carry Accessory-Belt Clip,Kit, Belt Clip Stud (Pack Of 5) for APX8000 Model 2.5 or Model 3.5	NNTN8749A	1	Each	\$58.32	\$62.64
393	2.75 Replacement Swivel Belt Loop for APX8000 Model 2.5 or Model 3.5	PMLN5408A	1	Each	\$12.05	\$12.90
394	Carry Case Shoulder Strap for APX8000 Model 2.5 or Model 3.5	NTN5243A	1	Each	\$17.88	\$19.14
395	2.5 Plastic Belt Clip Attachment for APX8000 Model 2.5 or Model 3.5	NTN8266B	1	Each	\$9.33	\$9.99
396	Accessory Kit, Anti-Sway Strap for APX8000 Model 2.5 or Model 3.5	RLN6488A	1	Each	\$11.66	\$14.46
397	Accessory Kit, Fireman's Radio Strap, XI for APX8000 Model 2.5 or Model 3.5	RLN6487A	1	Each	\$31.10	\$40.63
398	Wireless Accessory Kit NFP 12 Cable for APX8000 Model 2.5 or Model 3.5	NTN2570C	1	Each	\$252.00	\$269.99
399	Radio Programming, Single Lwin System. Existing Template for APX8000 Model 2.5 or Model 3.5	LSV00Q00202A	1	Each	\$100.00	\$100.00
400	ASTRO Digital APX 8000XE M2.5 (Rugged), All-Band Capability (UHF, VHF, 7/800), Includes: Limited Key Pad; P25 9600 Band Trunking; Smartzone Operation; Astro Digital CAI Operation; Batt IMPRES 2 Li-Ion Div2 4850; Front And Top Display; Charger, Single-Unit, IMPRES 2, 3A, 100-240VAC, US/NA Plug; All-Band Antenna (KT000026A01); Radio Packet Data (Q947); Adaptive Audio Engine; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (Le) (QA00583); ADP Privacy; Radio Packet Data (Q947);Software Key (QA01749); Extreme 1-Sided Noise Reduction (QA01833); Dual Microphone; 3 Watt Rated Audio; Carry Holder (Models 2.5 & 3.5); MIL-STD Delta-T, IP68 (2 M, 4 Hr); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H91TGD9PW6AN	1	Each	\$7,350.84	\$8,058.78
401	ASTRO Digital APX 8000XE M3.5 (Rugged), All-Band Capability (UHF, VHF, 7/800), Includes: Full Keypad; P25 9600 Band Trunking; Smartzone Operation; Astro Digital CAI Operation; Batt IMPRES 2 Li-Ion Div2 4850; Front And Top Display; Charger, Single-Unit, IMPRES 2, 3A, 100-240VAC, US/NA Plug; All-Band Antenna (KT000026A01); Radio Packet Data (Q947); Adaptive Audio Engine; GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy; Radio Packet Data (Q947);Software Key (QA01749); Extreme 1-Sided Noise Reduction (QA01833); Dual Microphone; 3 Watt Rated Audio; Carry Holder (Models 2.5 & 3.5); MIL-STD Delta-T, IP68 (2 M, 4 Hr); Three (3) Year Essential Service; Remote Speaker Microphone Not Included	H91TGD9PW7AN	1	Each	\$7,598.93	\$8,335.03
402	P25 Link Layer Authentication for APX8000XE Model 2.5 or Model 3.5	QA01767AB	1	Each	\$71.50	\$76.70
403	TDMA Operation for APX8000XE Model 2.5 or Model 3.5	QA00580AA	1	Each	\$321.75	\$344.50
404	Programming Over P25 (OTAP) for APX8000XE Model 2.5 or Model 3.5	G996AP	1	Each	\$71.50	\$76.70
405	Multicast Voting Scan for APX8000XE Model 2.5 or Model 3.5	Q387AW	1	Each	\$143.00	\$152.75
406	DVRS PSU Activation for APX8000XE Model 2.5 or Model 3.5	QA00631AB	1	Each	\$71.50	\$76.70
407	Site Selectable Alert For P25 Trunking for APX8000XE Model 2.5 or Model 3.5	QA00982AB	1	Each	\$107.25	\$115.05
408	Mission Critical Geofencing for APX8000XE Model 2.5 or Model 3.5	QA09012AA	1	Each	\$107.25	\$115.05
409	Digital Tone Signaling for APX8000XE Model 2.5 or Model 3.5	QA09000AA	1	Each	\$107.25	\$115.05
410	Group Services for APX8000XE Model 2.5 or Model 3.5	QA09008AA	1	Each	\$107.25	\$115.05
411	Mandown Operation for APX8000XE Model 2.5 or Model 3.5	QA01843AC	1	Each	\$107.25	\$115.05
412	APX Personnel Accountability for APX8000XE Model 2.5 or Model 3.5	Q445AG	1	Each	\$107.25	\$115.05
413	Enhanced Data for APX8000XE Model 2.5 or Model 3.5	QA03399AA	1	Each	\$107.25	\$115.05
414	Tactical Radio Stw-Stun/Kill for APX8000XE Model 2.5 or Model 3.5	H02AK	1	Each	\$53.95	\$57.85
415	WiFi Capability for APX8000XE Model 2.5 or Model 3.5	QA09001AB	1	Each	\$214.50	\$229.45
416	Out Of The Box WiFi Provisioning for APX8000XE Model 2.5 or Model 3.5	QA09007	1	Each	\$0.00	\$0.00
417	Data Modem Tethering for APX8000XE Model 2.5 or Model 3.5	GA09011	1	Each	\$71.50	\$76.70
418	HW Key Supplemental Data for APX8000XE Model 2.5 or Model 3.5	QA01648AA	1	Each	\$3.90	\$4.17
419	No ADP For P25 Cap for APX8000XE Model 2.5 or Model 3.5	QA05751AA	1	Each	\$0.00	\$0.00

4400030771	Attachment B - Price Sheet	Motorola BN Portable Radios (Statewide)				
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
420	DVP-XI Encryption for APX8000XE Model 2.5 or Model 3.5	H797	1	Each	\$348.40	\$373.10
421	DES,DES-XI,DES-OFB Encryption for APX8000XE Model 2.5 or Model 3.5	Q625	1	Each	\$428.35	\$458.25
422	AES Encryption for APX8000XE Model 2.5 or Model 3.5	Q629AH	1	Each	\$339.95	\$364.00
423	AES/DES-XI/DES-OFB Encryption for APX8000XE Model 2.5 or Model 3.5	Q15AJ	1	Each	\$571.35	\$611.65
424	Multikey for APX8000XE Model 2.5 or Model 3.5	H869BW	1	Each	\$235.95	\$252.20
425	Astro 25 OTAR W/ Multikey for APX8000XE Model 2.5 or Model 3.5	Q498	1	Each	\$529.10	\$566.15
426	Front Panel Programming & Cloning for APX8000XE Model 2.5 or Model 3.5	Q53	1	Each	\$107.25	\$115.05
427	Housing Yellow for APX8000XE Model 2.5 or Model 3.5	H64	1	Each	\$18.20	\$19.50
428	Housing Green for APX8000XE Model 2.5 or Model 3.5	QA01427AG	1	Each	\$18.20	\$19.50
429	Submersible (Delta T) for APX8000XE Model 2.5 or Model 3.5	H499	1	Each	N/A	N/A
430	Delete 7/800 Mhz Band for APX8000XE Model 2.5 or Model 3.5	QA05507AA	1	Each	-\$520.00	-\$520.00
431	Delete VHF Band for APX8000XE Model 2.5 or Model 3.5	QA05508AA	1	Each	-\$520.00	-\$520.00
432	Delete UHF Band for APX8000XE Model 2.5 or Model 3.5	QA05509AA	1	Each	-\$520.00	-\$520.00
433	Li-Ion IMPRES 2 Ip68 4850 Mah for APX8000XE Model 2.5 or Model 3.5	QA05571AA	1	Each	N/A	\$92.74
434	Battery IMPRES 2 Li Ion Div2 3400 for APX8000XE Model 2.5 or Model 3.5	QA05594AA	1	Each	N/A	\$104.43
435	Battery IMPRES 2 Li Ion Div2 4850 for APX8000XE Model 2.5 or Model 3.5	QA05595AA	1	Each	\$104.00	\$117.00
436	Rugged Div2 Battery IMPRES 2 Li Ion 3400 for APX8000XE Model 2.5 or Model 3.5	QA07571	1	Each	N/A	\$40.14
437	Rugged Div2 Battery IMPRES 2 Li Ion 4850 for APX8000XE Model 2.5 or Model 3.5	QA07573	1	Each	N/A	\$60.61
438	Battery IMPRES 2 Li Ion R IP68 5100t for APX8000XE Model 2.5 or Model 3.5	PMNN4494A	1	Each	\$163.51	\$163.51
439	Battery IMPRES 2 Li Ion R IP68 3400t for APX8000XE Model 2.5 or Model 3.5	PMNN4486A	1	Each	\$134.62	\$134.62
440	Battery IMPRES 2 Li Ion R IP68 4850t for APX8000XE Model 2.5 or Model 3.5	PMNN4487A	1	Each	\$141.90	\$141.90
441	Battery IMPRES 2 Li Ion R IP68 2550t for APX8000XE Model 2.5 or Model 3.5	PMNN4485A	1	Each	\$120.57	\$120.57
442	Three (3) Year Essential Accidental Damage for APX8000XE Model 2.5 or Model 3.5	HA00022AC	1	Each	\$313.00	\$326.00
443	Five (5) Year Essential Service for APX8000XE Model 2.5 or Model 3.5	Q887	1	Each	\$227.00	\$224.00
444	Five (5) Year Essential Accidental Damage for APX8000XE Model 2.5 or Model 3.5	HA00025AH	1	Each	\$482.00	\$504.00
445	IMPRES Rsm, Noise Canc. Emergency Button 3.5mm Jack IP54 for APX8000XE Model 2.5 or Model 3.5	PMMN4062AL	1	Each	\$92.88	\$97.93
446	Accessory Kit, APX Wireless RSM W/ DUC US/NA/IP/TW for APX8000XE Model 2.5 or Model 3.5	RLN6554A	1	Each	\$233.28	\$490.32
447	APX IMPRES RSM W/Vol, Ip57 for APX8000XE Model 2.5 or Model 3.5	PMMN4065AL	1	Each	\$77.04	\$88.78
448	Mission Critical Wireless RSM W/ BattBattery And Clip for APX8000XE Model 2.5 or Model 3.5	RLN6544A	1	Each	\$194.40	\$433.44
449	IMPRES RSM, 3.5mm Audio Jack for APX8000XE Model 2.5 or Model 3.5	PMMN4069AL	1	Each	\$95.76	\$110.66
450	Audio Accessory-Remote Speaker Microphone,IMPRES XE RSM XT Cable Green for APX8000XE Model 2.5 or Model 3.5	NNTN8575A	1	Each	\$418.35	\$418.35
451	IMPRES RSM Delta-T for APX8000XE Model 2.5 or Model 3.5	PMMN4083AL	1	Each	\$97.20	\$103.68
452	Plus RSM NC Ip54 Thrd 3.5mm Jack Rx for APX8000XE Model 2.5 or Model 3.5	PMMN4084A	1	Each	\$74.16	\$79.04
453	Audio Accessory-Remote Speaker Microphone,IMPRES Windporting RSM, IP55 for APX8000XE Model 2.5 or Model 3.5	PMMN4099DL	1	Each	\$104.40	\$109.83
454	PSM IP55 With 3.5mm Jack Rx 18in for APX8000XE Model 2.5 or Model 3.5	PMMN4059B	1	Each	\$127.44	\$136.45
455	PSM IP55 With 3.5mm Jack Rx 24in for APX8000XE Model 2.5 or Model 3.5	PMMN4060B	1	Each	\$127.44	\$136.45
456	PSM IP55 With 3.5mm Jack Rx 30in for APX8000XE Model 2.5 or Model 3.5	PMMN4061B	1	Each	\$127.44	\$136.45
457	Delete Standard Antenna for APX8000XE Model 2.5 or Model 3.5	H112LT	1	Each	-\$6.50	-\$6.50
458	GPS Stubby Antenna (NAG4000) for APX8000XE Model 2.5 or Model 3.5	QA00785	1	Each	N/A	N/A
459	1/4- Wave 7/800 GPS Stubby (NAR6595A) for APX8000XE Model 2.5 or Model 3.5	H122	1	Each	N/A	N/A
460	Wireless Accessory Kit NFP 12 Cable for APX8000XE Model 2.5 or Model 3.5	NTN2570C	1	Each	\$252.00	\$55.75
461	Accessory Kit, Fireman's Radio Strap for APX8000XE Model 2.5 or Model 3.5	RLN6486A	1	Each	\$28.77	\$65.73
462	Belt Waist Black for APX8000XE Model 2.5 or Model 3.5	4200865599	1	Each	\$15.55	\$16.64
463	3 Plastic Belt Clip Attachment for APX8000XE Model 2.5 or Model 3.5	HLN6875A	1	Each	\$10.11	\$10.81

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)		
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
464	Carry Accessory-Belt Clip,Kit, Belt Clip Stud (Pack Of 5) for APX8000XE Model 2.5 or Model 3.5	NNTN8749A	1	Each	\$58.32	\$62.64
465	APX 3 Replacement swivel Belt Loop for APX8000XE Model 2.5 or Model 3.5	PMLN5409A	1	Each	\$12.05	\$12.90
466	APX 2.5 Replacement swivel Belt Loop for APX8000XE Model 2.5 or Model 3.5	PMLN5407A	1	Each	\$12.05	\$12.90
467	APX 2.75 Replacement swivel Belt Loop for APX8000XE Model 2.5 or Model 3.5	PMLN5408A	1	Each	\$12.05	\$12.90
468	Carry Case Shoulder Strap for APX8000XE Model 2.5 or Model 3.5	NTN5243A	1	Each	\$17.88	\$19.14
469	2.5 Plastic Belt Clip Attachment for APX8000XE Model 2.5 or Model 3.5	NTN8266B	1	Each	\$9.33	\$9.99
470	Accessory Kit, Anti-Sway Strap for APX8000XE Model 2.5 or Model 3.5	RLN6488A	1	Each	\$11.66	\$14.46
471	Accessory Kit, Fireman's Radio Strap, XI for APX8000XE Model 2.5 or Model 3.5	RLN6487A	1	Each	\$31.10	\$40.63
472	Carry Accessory-Strap,XI, With Button Back Holder for APX8000XE Model 2.5 or Model 3.5	AY000229A01	1	Each	\$38.88	\$49.05
473	Carry Case 3 Inch Fixed Belt Loop 4200mah for APX8000XE Model 2.5 or Model 3.5	PMLN5660B	1	Each	\$53.65	\$57.41
474	Breakaway Chest Pack for APX8000XE Model 2.5 or Model 3.5	RLN4570A	1	Each	\$42.18	\$45.14
475	Carry Case 2.75 Inch Swivel Belt Loop 4200mah for APX8000XE Model 2.5 or Model 3.5	PMLN5659B	1	Each	\$57.54	\$61.57
476	Carry Accessory Strap,With Button Back Holder for APX8000XE Model 2.5 or Model 3.5	AY000223A01	1	Each	\$38.88	\$41.76
477	Accessory Kit, Molded Nylon Carry Case W/swivel for APX8000XE Model 2.5 or Model 3.5	PMLN6802A	1	Each	\$42.77	\$45.76
478	Chestpack, Universal for APX8000XE Model 2.5 or Model 3.5	HLN6602	1	Each	\$29.55	\$31.62
479	APX6000XE Universal Carry Holder for APX8000XE Model 2.5 or Model 3.5	PMLN7902A	1	Each	\$22.55	\$24.13
480	Carry Case,APX6000XE 3 Inch Fixed Belt Loop TIA Battery for APX8000XE Model 2.5 or Model 3.5	PMLN7905A	1	Each	\$48.21	\$51.59
481	Carry Case, 2.75 Swivel Belt Loop TIA Battery for APX8000XE Model 2.5 or Model 3.5	PMLN7906A	1	Each	\$50.54	\$66.70
482	Radio Programming, Single LWIN System. Existing Template for APX8000XE Model 2.5 or Model 3.5	LSV00Q00202A	1	Each	\$100.00	\$100.00
483	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR for APX	NNTN8844B	1	Each	\$1,022.54	\$1,313.68
484	WALL MOUNT KIT FOR IMPRES MULTI-UNIT CHARGER for APX	NLN7967ATAA	1	Each	\$16.38	\$17.47
485	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA for	NNTN8860ATAA	1	Each	\$122.08	\$173.88
486	APX CHARGER INSERT ADAPTER FOR XTS SINGLE-UNIT CHARGER for APX	NNTN7687A	1	Each	\$34.99	\$37.44
487	APX CHARGER INSERT ADAPTER FOR XTS MULTI-UNIT CHARGER for APX	NNTN7686A	1	Each	\$160.96	\$172.23
488	CHR IMPR VEH ADAPT INT - CHARGER for APX	NNTN8527A	1	Each	\$1,197.50	\$1,281.33
489	Radio Management Offline	T7914A	1	Each	\$0.00	\$0.00
490	Radio Management Licenes Offline	UA00049AA	1	Each	\$84.96	\$84.96
491	APX CPS Download Current Version	HKVN4289A	1	Each	\$0.00	\$0.00
492	ASTRO Digital APX N30 7/800 MODEL 2 PORTABLE 2.4" Front Display, 7/800MHZ, Includes: Limited Key Pad; 3600 or 9600 Baud single system; Battery, Li-Ion IMPRES 2 IP68 3200 MAH; Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA (PMPN4820A); GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (LSV01S03084A); CPS Programming only Three (3) Year DMS Essential Service; Remote Speaker Microphone Not Included	H15UCF9PW6AN	1	Each	\$3,236.91	\$3,241.23
493	ASTRO Digital APX N50 7/800 MODEL 2 PORTABLE 2.4" Front Display, 7/800MHZ, Includes: Limited Key Pad; 3600 or 9600 Baud single system; Battery, Li-Ion IMPRES 2 IP68 3200 MAH; Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA(PMPN4820A); GPS Software & Hardware (QA00782); Mission Critical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (LSV01S03084A); CPS Programming only Three (3) Year DMS Essential Service; Remote Speaker Microphone Not Included	H25UCF9PW6AN	1	Each	\$3,815.79	\$4,072.11
494	P25 9600 BAUD TRUNKING W/ INTEROPERABILITY	QA02812	1	Each	\$1,490.40	\$1,490.40
495	ADAPTIVE NOISE SUPPRESSION N30/N50	QA09006AA	1	Each	\$118.80	\$127.44
496	ADAPTIVE SPEAKER VOLUME N30/N50	QA08676AA	1	Each	\$118.80	\$127.44
497	BASIC VOICE CONTROL N30/N50	QA08715AA	1	Each	\$72.00	\$77.04
498	DIGITAL TONE SIGNALING N30/N50	QA09000AG	1	Each	\$108.00	\$127.44
499	DVRS PSU ACTIVATION N30/N50	QA00631AL	1	Each	\$79.20	\$84.96
500	ENHANCED DATA N30/N50	QA03399AK	1	Each	\$118.80	\$127.44
501	EXTREME NOISE REDUCTION N30/N50	QA01833AH	1	Each	\$20.16	\$21.60
502	GROUP SERVICES N30/N50	QA09008AG	1	Each	\$118.80	\$127.44
503	MANDOWN OPERATION N30/N50	QA01843AR	1	Each	\$118.80	\$127.44
504	MISSION CRITICAL GEOFENCING N30/N50	QA09012AE	1	Each	\$118.80	\$127.44

4400030771		Attachment B - Price Sheet		Motorola BN Portable Radios (Statewide)		
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
505	MULTICAST VOTING SCAN N30/N50	Q387CB	1	Each	\$158.40	\$169.20
506	TRUNKED RADIO TRACE/ REMOTE MO N30/N50	H43BJ	1	Each	\$59.76	\$64.08
507	P25 LINK LAYER AUTHENTICATION N30/N50	QA01767BL	1	Each	\$79.20	\$84.96
508	APX Personnel Accountability N30/N50	Q445BC	1	Each	\$118.80	\$127.44
509	PROGRAMMING OVER P25 (OTAP) N30/N50	G996AU	1	Each	\$79.20	\$84.96
510	SITE SELECTABLE ALERT FOR P25 TRUNKING N30/N50	QA00982AH	1	Each	\$118.80	\$127.44
511	TDMA OPERATION N30/N50	QA00580BA	1	Each	\$356.40	\$381.60
512	THIRD PARTY DATA MODEM TETHERING N30/N50	GA09011AH	1	Each	\$79.20	\$84.96
513	One Touch/Status Msg N30/N50	H46BH	1	Each	\$59.76	\$64.08
514	WIFI CAPABILITY N30/N50	QA09001AM	1	Each	\$237.60	\$254.16
515	OUT OF THE BOX WIFI PROVISIONING N30/N50	QA09007AD	1	Each	\$0.00	\$0.00
516	SMARTCONNECT N30/N50 N30/N50	QA07682AC	1	Each	\$0.00	\$0.00
517	AES 256 SW ENCRYPTION N30/N50	QA06653AA	1	Each	\$376.56	\$275.76
518	MULTIKEY N30/N50	H869DB	1	Each	\$261.36	\$279.36
519	APX N50 2.5" BELT CLIP N30/N50	QA08778AA	1	Each	\$7.92	\$7.92
520	DMS Essential with Accidental Damage N30/N50 3YR	LSV01503085A	1	Each	\$102.46	\$102.46
521	RADIO MANAGEMENT ON PREM	LSV03502047A	1	Each	\$0.00	\$0.00
522	APX SmartConnect N30/N50 1 YEAR	SSV01501663A	1	Each	\$96.00	\$96.00
523	APX SmartConnect N30/N50 2 YEAR	SSV01501663A	1	Each	\$192.00	\$192.00
524	APX SmartConnect N30/N50 3 YEAR	SSV01501663A	1	Each	\$288.00	\$288.00
525	APX SmartConnect N30/N50 4 YEAR	SSV01501663A	1	Each	\$384.00	\$384.00
526	APX SmartConnect N30/N50 5 YEAR	SSV01501663A	1	Each	\$480.00	\$480.00
527	GCAI-MINI PTT NEXUS ADAPTER	PMLN8297A	1	Each	\$334.08	\$357.12
528	GCAI MINI TO GCAI CABLE ADAPTER	PMLN8334A	1	Each	\$133.92	\$143.28
529	ANTENNA, WHIP, 762-870 MHZ	AN000411A01	1	Each	\$28.80	\$30.96
530	BATT LIION IMPRES 2 IP68 2850T	PMNN4813A	1	Each	\$128.52	\$141.37
531	BATT LIION IMPRES 2 DIV 1 IP68 3200T	PMNN4815A	1	Each	\$154.98	\$154.98
532	CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US N30/N50	PMPN4820A	1	Each	\$61.71	\$66.06
533	CHGR DESKTOP MULTI UNIT IMPRES 2	PMPN4594A	1	Each	\$513.26	\$549.36
534	ADAPTER, MUC CHARGING POCKET	AS000130A01	1	Each	\$116.64	\$124.56
535	POWER SUPPLY,AC ADAPTOR,WALL CUBE	25009297002	1	Each	\$22.61	\$24.12
536	POWER CORD US/NA 120V	3087791G01	1	Each	\$15.84	\$17.28
537	POWER SUPPLY ADAPTOR,POWER SUPPLY BRICK 100-240VAC	PS000242A01	1	Each	\$54.43	\$58.32
538	BRACKET, WALL MOUNT, 6WAY MAINTENANCE MUC	BR000272A01	1	Each	\$34.21	\$36.54
539	BELT CLIP,APX N30/APX N50 2.0"	PMLN8369A	1	Each	\$9.29	\$9.90
540	BELT CLIP,APX N30/APX N50 2.5"	PMLN8370A	1	Each	\$10.30	\$10.98
541	RM780 Remote Speaker Microphone	PMMN4128A	1	Each	\$124.42	\$133.20
542	REPLACEMENT CABLE FOR RSM	PMKN4232A	1	Each	\$41.76	\$44.64
543	LOW PROFILE SWIVEL CLIP	PMLN8121A	1	Each	\$8.64	\$9.36
544	RM760 Remote Speaker Microphone	PMMN4140A	1	Each	\$94.32	\$100.80
545	REPLACEMENT DUST COVER FOR RSM	PMLN8122A	1	Each	\$7.20	\$7.92
546	ACCESSORY KIT,REPLACEMENT DUST COVER (PACK OF 10)	PMLN8253A	1	Each	\$13.68	\$14.40
547	APX N70 7/800 MODEL 4.5 PORTABLE 3.0" Touch Display, 7/800MHz, Includes: Limited Key Pad; P25 9600 Band Trunking; Smartzone Operation; Astro Digital CAI Operation; Battery, Li-Ion IMPRES 2 IP68 3200 MAH; Charger, Single-Unit, IMPRES 2, 3A, 115VAC, US/NA(PMPN4604A); GPS Software & Hardware (QA00782); MissionCritical Wireless Bluetooth 4.0 (LE) (QA00583); ADP Privacy - Single Key, Radio Packet Data (Q947); Software Key (QA01749); Carry Holder; 7/800 MHZ Whip Antenna (LSV01503084A); CPS Programming only Three (3) Year DMS Essential Service; WiFi Remote Speaker Microphone Not Included	H35UCT9PW8AN	1	Each	\$5,798.98	\$6,190.30
548	SUBMERSIBLE (DELTA)MIL-STD Delta-T, IP68	H499KC	1	Each	\$118.80	\$127.44
549	WIFI CAPABILITY	QA09001AM	1	Each	\$237.60	\$254.16
550	OUT OF THE BOX WIFI PROVISIONING	QA09007AD	1	Each	\$0.00	\$0.00
551	ADAPTIVE NOISE SUPPRESSION	QA09006AA	1	Each	\$118.80	\$127.44
552	ADAPTIVE SPEAKER VOLUME	QA08676AA	1	Each	\$118.80	\$127.44
553	DIGITAL TONE SIGNALING	QA09000AG	1	Each	\$108.00	\$127.44
554	DVRS PSU ACTIVATION	QA00631AL	1	Each	\$79.20	\$84.96
555	ENHANCED DATA	QA03399AK	1	Each	\$118.80	\$127.44
556	EXTREME 1-SIDED NOISE REDUCTION	QA01833AH	1	Each	\$20.16	\$21.60
557	MANDOWN OPERATION	QA01843AR	1	Each	\$118.80	\$127.44
558	MULTICAST VOTING SCAN	Q387CB	1	Each	\$158.40	\$169.20
559	P25 LINK LAYER AUTHENTICATION	QA01767BL	1	Each	\$79.20	\$84.96
560	APX PERSONNEL ACCOUNTABILITY	Q445BC	1	Each	\$118.80	\$127.44
561	TDMA OPERATION	QA00580BA	1	Each	\$356.40	\$381.60
562	VIQI VC RADIO OPERATION	QA09028AA	1	Each	\$0.00	\$84.96
563	ADP ONLY	Q667BB	1	Each	\$0.00	\$0.00
564	AES ENCRYPTION AND ADP	Q629BD	1	Each	\$376.56	\$403.20
565	MULTIKEY	H869DB	1	Each	\$261.36	\$279.36
566	ASTRO 25 OTAR W/ MULTIKEY	Q498BN	1	Each	\$586.08	\$627.12
567	DELETE LTE	QA08909AA	1	Each	\$0.00	\$0.00
568	BATT IMPRES LIION IP68 4400T	QA08817AA	1	Each	\$146.45	\$156.70
569	BATT IMPRES 2 LIION TIA4950	QA08818AA	1	Each	\$163.94	\$175.42
570	3.0" HOLSTER	QA08824AA	1	Each	\$9.27	\$175.42
571	IMPRES 2 Li-Ion 3200 mAh Battery, IP68	PMNN4816	1	Each	\$162.36	\$162.36

4400030771	Attachment B - Price Sheet	Motorola BN Portable Radios (Statewide)				
Line Number	Item Description	Supplier Part No.	Estimated Qty	Unit of Measure	Old Price	NEW Unit Price
572	IMPRES 2 Li-Ion 4400 mAh Battery, IP68	PMNN4817	1	Each	\$178.60	\$178.60
573	IMPRES 2 Li-Ion 3650 mAh Battery, IP68	PMNN4818	1	Each	\$194.40	\$194.40
574	APX N70 HYBRID LEATHER HOLSTER STD BATTERY	QA09041AA	1	Each	\$90.07	\$96.38
575	APX N70 HYBRID LEATHER HOLSTER HICAP BATTERY	QA09042AA	1	Each	\$90.07	\$96.38
576	APX N70 HYBRID LEATHER HOLSTER UL BATTERY	QA09043AA	1	Each	\$103.03	\$110.25
577	RadioCentral Programming	LSV01S03082A	1	Each	\$69.21	\$115.34
578	RadioManagement (MSI Hosted)	LSV01S03197A	1	Each	\$115.34	\$23.04
579	RadioCentral Programming PROMO	LSV01P03092A	1	Each	\$0.00	\$0.00
580	APX N70 DMS Essential 3YR	LSV01S03060A	1	Each	\$148.26	\$311.35
581	N70 DMS Essential with Accidental Damage 3YR	LSV01S03061A	1	Each	\$287.19	\$287.32
582	GCAI-MINI PTT NEXUS ADAPTE	PMLN8297A	1	Each	\$334.08	\$357.12
583	CABLES-ADAPTER CABLES,GCAI MINI TO GCAI CABLE ADAPTER, FOR APX	PMLN8334A	1	Each	\$133.92	\$143.28
584	ANTENNA, WHIP,ANTENNA, WHIP, 762-870 MHZ , 15CM,FERRULE	AN000411A01	1	Each	\$28.80	\$30.96
585	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	PMPN4604A	1	Each	\$149.14	\$159.84
586	WALL MOUNT KIT FOR IMPRES MULTI-UNIT CHARGER	NLN7967	1	Each	\$16.33	\$17.46
587	INSERT RADIO CHGR MULTI UNIT	AS000178A01	1	Each	\$51.43	\$55.08
588	APX Next/N70 Vehicle Charger	PMPN4639			\$431.28	\$461.52
589	POWER SUPPLY ADAPTOR,POWER- WALL CUBE,AC,DC,110VAC FIXED BLADE US 14.5	PS000040A02	1	Each	\$36.00	\$38.88
590	RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	PMMN4140A	1	Each	\$94.32	\$100.80
591	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVP750 RSM	PMMN4141A	1	Each	\$365.47	\$391.05
592	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVP730 RSM	PMMN4142A	1	Each	\$349.92	\$374.40
593	APX SmartConnect N30/N50 1 YEAR	SSV01S01663A	1	Each	\$144.00	\$144.00
594	APX SmartConnect N30/N50 2 YEAR	SSV01S01663A	1	Each	\$288.00	\$288.00
595	APX SmartConnect N30/N50 3 YEAR	SSV01S01663A	1	Each	\$432.00	\$432.00
596	APX SmartConnect N30/N50 4 YEAR	SSV01S01663A	1	Each	\$576.00	\$576.00
597	APX SmartConnect N30/N50 5 YEAR	SSV01S01663A	1	Each	\$720.00	\$720.00
598	SMART PROGRAMMING (US Gov) PER YEAR	SSV01S01407A	1	Each		\$144.00
599	SMARTCONNECT (US Gov) PER YEAR	SSV01S01406A	1	Each		\$144.00
600	VIQI VIRTUAL PARTNER (US Gov) PER YEAR	SSV01S01408B	1	Each		\$144.00
601	SMARTLOCATE (US Gov) PER YEAR	SSV01S01476A	1	Each		\$144.00
602	SMARTMESSAGING (US Gov) PER YEAR	SSV01S01906A	1	Each		\$144.00
603	SMARTMAPPING (US Gov) PER YEAR	SSV01S01907A	1	Each		\$144.00
604	SMARTINCIDENT (US Gov) PER YEAR	SSV01S04311A	1	Each		\$144.00
605	SVX VIDEO REMOTE SPEAKER MIC WITH MAGNETIC SHIRT MOUNT	PMMN8200A	1	Each		\$719.28
606	3Y ESSENTIAL SUPPORT, ACCIDENTAL DAMAGE, ADVANCED REPLACEMENT - SVX	LSV07S05093A	1	Each		\$328.41
607	SVX CHARGE AND UPLOAD SMARTDOCK, 10 SLOT, US/NA	PMPN5022A	1	Each		\$1,079.28
608	SVX BATTERY ONLY CHARGER, 12 SLOT, US/NA	PMPN5026A	1	Each		\$647.28
609	BATTERY PACK,BATT LIION IP68 4300T	PMNN4893A	1	Each		\$71.28
610	SVX RECEIVE ONLY EARPIECE W/TRAN TUBE, EXTRA LOUD, 3.5MM JACK, IP54	PMLN8708A	1	Each		\$50.40

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. 14,019                      ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO (2) USED HARLEY-DAVIDSON, POLICE ELECTRA GLIDE, MOTORCYCLES IN THE AMOUNT OF \$40,000.00 FOR THE KENNER POLICE DEPARTMENT

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WHEREAS, LA RS 38:2212.1(A)(2)(a) allows the purchase of used or new vehicles by local law enforcements up to \$70,000.00 per vehicle without public bid; and,

WHEREAS, Kenner Police Chief, Keith Conley, wishes to enact a motorcycle division within the Kenner Police Department; and,

WHEREAS, Harley-Davidson of New Orleans has agreed to sell two (2) used Police Electra Glide model motorcycles to the Kenner Police Department in the amount of \$40,000.00; and,

WHEREAS, funding is available in account nos. 0012116-5950 and 7948000-5945.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That the purchase of two (2) used Harley-Davidson, Police Electra Glide, motorcycles in the amount of \$40,000.00 is approved.

SECTION TWO: That the Kenner Police Fiscal Affairs Section is authorized to issue a Purchase Order in the amount of \$40,000.00 to Harley-Davidson of New Orleans.

SECTION THREE: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Keith A. Conley, Kenner Police Chief

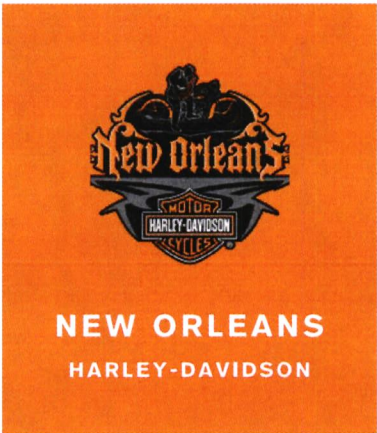
# INVOICE

**Invoice Number**

KPD00001

**DATE**

12/19/2025



**TO :**

Kenner Police Department  
500 Veterans Memorial Blvd  
Kenner, LA 70062

**VEHICLE INFORMATION**

Make/Model : HARLEY-DAVIDSON / FLHTP  
Year : 2021

**ITEM DESCRIPTION**

ITEM	QTY	UNIT PRICE	SUBTOTAL
2021 FLHTP 1HD1FMP19MB654674	1	\$20,000	\$20,000
2021 FLHTP 1HD1FMP19MB652911	2	\$20,000	\$40,000

**TOTAL DUE : \$40,000**

THANK YOU FOR YOUR BUSINESS! WE LOOK FORWARD  
TO FUTURE OPPORTUNITIES.

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On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. 14,020 ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING CHANGE ORDER NO. 1 (FINAL) TO THE AGREEMENT WITH 21 CONSTRUCTION, LLC. DATED MAY 23, 2025 REGARDING KENNER DISCOVERY SCHOOL SIDEWALKS, STATE PROJECT NO. H.015087, FEDERAL AID PROJECT NO. H015087, FOR A DECREASE OF \$17,918.80 AND TO ACCEPT THE COMPLETION OF THE PROJECT AS CONSTRUCTED FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, in accordance with Ordinance No.12, 824, adopted on May 23, 2025, the City of Kenner entered into a construction agreement with 21 Construction, LLC. dated May 23, 2025, regarding Kenner Discovery School Sidewalks, State Project No. H.015087, Federal Aid Project No. H015087; and,

WHEREAS, the Contract requires the reconciliation of all contract item quantities to final amounts (overruns and underruns) and the addition of several new items of work, resulting in a decrease in cost of \$17,918.80; and,

WHEREAS, the Contractor has satisfactorily completed all items of work noted after the Final Inspection and the City's Public Works Department and the State DOTD have no objection to acceptance of the Project by the City and the State DOTD, resulting in the firm of T. Baker Smith, LLC. (City assigned Construction Manager) recommending acceptance of the completed project as constructed; and,

WHEREAS, the total cost of City Change Order No. 1 (Final) amounts to a decrease of \$17,918.80; and,

WHEREAS, this Change Order No. 1 (Final) represents a decrease to the original construction contract amount from \$369,993.25 to \$352,074.45; and,

WHEREAS, this Change Order No. 1 (Final) has been processed and approved by the State LADOTD in accordance with the State-Entity Agreement; and,

WHEREAS, the engineering firm of T. Baker Smith, LLC. who was selected for construction engineering and inspection services by the City of Kenner, recommends approval of City Change Order No. 1 (Final); and,

WHEREAS, the Federal Highway Administration (FHWA) through the State LADOTD is funding 80% of all eligible construction costs of the project with the remaining 20% provided by City of Kenner local funds; and,

WHEREAS, funding is available in account no. 3513036-5182-1374.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That Change Order No. 1 (Final) to the contract with 21 Construction, LLC. dated May 23, 2025 regarding Kenner Discovery School Sidewalks, State Project No. H.015087, Federal Aid Project No. H015087, for a net decrease of \$17,918.80 is approved.

SECTION TWO: That the work performed pursuant to said contract with 21 Construction, LLC. dated May 23, 2025 is accepted as complete.

SECTION THREE: That the mayor of the City of Kenner is authorized to execute any and all documents as may be necessary to fulfill the intent of this ordinance.

SECTION FOUR: That the Recorder of Mortgages for the Parish of Jefferson is authorized to note the filing of the acceptance of this work in the margin of said contract, which is recorded at Instr. No. 12522381 Mortgage Book 5113, Folio 810.

SECTION FIVE: That 21 Construction, LLC. is required to maintain their Retainage Bond until they have obtained a Clear Lien and Privilege Certificate from the Recorder of Mortgages for the Parish of Jefferson and submitted original said Certificate to the City of Kenner.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Jose Gonzalez, Chief Administrative Officer

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	002
		Date:	11/11/2025
S.P. NO.	H.015087.6	F.A.P. NO.	H015087
Name:	KENNER DISCOVERY SCHOOL SIDEWALKS	Primary Parish:	Jefferson
		Category 3 / 8A	

SPN H.015087.6  
Change Order No. 2 – Final Reconciliation Change Order  
Reason Code 8A – Final Change Order – Reconciling Final Quantities Only  
Category 3

PROJECT INFORMATION:  
Original Bid: \$369,993.25  
Original Time: 60 Calendar Days  
Spec Year: 2016 Louisiana Standard Specifications for Roads and Bridges  
Entity: City of Kenner  
LADOTD District 02 – Jefferson Parish  
Route: Loyola Drive and Vintage Boulevard  
Contractor: 21Construction LLC  
PM: Scott Boyle  
LADOTD Project Coordinator: Kevin Rizzo

03/12/2025: Letting  
05/23/2025: NOCE (Notice of Contract Execution)  
06/17/2025: NTP (Notice to Proceed)

Assembly Period:  
30 Days Allowed  
Actual: 20 days (06/17/2025 to 07/07/2025)

The contract for this project is held by LADOTD and the City of Kenner. This is not a FHWA PODI (Project of Divisional Interest) project. This project is a NON-NHS route.

PROJECT SCOPE - This is a concrete walk, pedestrian signal, and related work construction project on Loyola Drive and Vintage Boulevard in the city of Kenner.

EXPLANATION AND JUSTIFICATION - The purpose of this change order is to reconcile the final quantities on this project.

ITEMS - This change order alters the contract quantity of many contract items. See breakdown.

COST - This change order decreases the overall contract cost by \$17,918.80.

SPECIFICATIONS – This change order will not change any specifications.

TIME – The change order does not affect contract time.

The DOTD Project Coordinator and the City of Kenner have reviewed this change order and recommends it for approval.

- ATTACHMENTS
- 1. Change Order Category Worksheet
  - 2. Reason Code Chart
  - 3. Contractor Signed Change Order #2

Project Number H.015087.6

202-02-00030 Line Item 0002 = 202-02-00030 Removal of existing striping (at driveways)  
Funding Category 0001:  
Decrease by 68 LNFT or -11.64%.  
The plans overestimated the quantity needed.

202-02-06140 Line Item 0003 = 202-02-06140 Removal of Curbs (Concrete)  
Funding Category 0001:

Decrease by 5.5 LNFT or -10.28%.  
The plans overestimated the quantity needed.

**204-02-00100 Line Item 0006 = 204-02-00100 Temporary Hay Bales**

**Funding Category 0001:**

Decrease by 32 EACH to zero or -100%.

Due to the nature of the contractors sequence of construction and the minimal amount of features that may have been needed erosion control features were not required to be placed.

**204-06-00100 Line Item 0007 = 204-06-00100 Temporary Silt Fencing**

**Funding Category 0001:**

Decrease by 50 LNFT to zero or -100%.

Due to the nature of the contractors sequence of construction and the minimal amount of features that may have been needed erosion control features were not required to be placed.

**706-01-00300 Line Item 0008 = 706-01-00300 Concrete Walk (6" Thick)**

**Funding Category 0001:**

Increase by 13.2 SQYD or 1.27%.

The plans slightly underestimated the quantity needed. The final quantity is based on field measurements as it relates to existing conditions.

**707-01-00100 Line Item 0009 = 707-01-00100 Concrete Curb**

**Funding Category 0001:**

Decrease by 67.75 LNFT or -41.06%.

The plans overestimated the quantity needed.

**714-01-00100 Line Item 0011 = 714-01-00100 Slab Sodding (Bermuda Grass)**

**Funding Category 0001:**

Increase by 250 SQYD or 250.00%.

Due to the contractors work installing the signal foundations and the relocation of a junction box and the signal cabinet as well as some additional sodding requested by the COK, agreed to by LADOTD, more existing grass was removed therefore more sodding was required than estimated in the plans. Note 13 on sheet 1a of the plans required the contractor to restore all areas disturbed by his operations using similar turf slab sodding.

**723-02-00100 Line Item 0012 = 723-02-00100 Granular Material (Vehicular Measurement)**

**Funding Category 0001:**

Decrease by 100 CUYD to zero or -100%.

Granular material, per the plans, was to be used as needed to achieve finished grade or replace unsuitable areas as determined by the project construction engineer. None was needed.

**732-01-02040 Line Item 0015 = 732-01-02040 Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)**

**Funding Category 0001:**

Decrease by 15.7 LNFT or -4.66%.

The plans overestimated the quantity needed.

**736-01-00100 Line Item 0016 = 736-01-00100 Trenching and Backfilling**

**Funding Category 0001:**

Increase by 51 LNFT or 78.46%.

A pullbox that was damaged and required replacement and relocation as well as the signal cabinet's plan location having to be slightly adjusted required an increase to this item to get conduit and conductors to these items new locations.

**736-03-00100 Line Item 0017 = 736-03-00100 Jacking or Boring**

**Funding Category 0001:**

Decrease by 75 LNFT or -28.63%.

Some of the existing conduits were able to be utilized and new ones were not required to be placed.

**736-10-00300 Line Item 0020 = 736-10-00300 Underground Junction Box (Type F)**

**Funding Category 0001:**

Increase by 1 EACH or 20.00%.

An existing underground junction box in the end of the median of vintage boulevard at the west side of the intersection of vintage and loyola was discovered to be damaged and required replacement hence the need for the increase in this quantity by 1 EACH.

**736-11-00200 Line Item 0021 = 736-11-00200 Conduit (2" HDPE, Schedule 80)**

**Funding Category 0001:**

Decrease by 50 LNFT or -38.46%.

Some of the existing conduits were able to be utilized and new ones were not required to be placed.

**736-11-00300 Line Item 0022 = 736-11-00300 Conduit (3" HDPE, Schedule 80)**

**Funding Category 0001:**

Decrease by 80 LNFT or -26.67%.

Some of the existing conduits were able to be utilized and new ones were not required to be placed.

**736-12-02014 Line Item 0023 = 736-12-02014 Conductor (2c, #14 awg)****Funding Category 0001:**

Increase by 191 LNFT or 22.21%.

Although some of the existing conduits were able to be used the conductors inside needed to be replaced in various locations. Additionally the slight relocation of one of the pullboxes, the pedestrian signals, and the signal cabinet required more conductor than planned hence the need for the increase in quantity for conductors.

**736-12-06014 Line Item 0024 = 736-12-06014 Conductor (6c, #14 awg)****Funding Category 0001:**

Increase by 691 LNFT or 75.52%.

Although some of the existing conduits were able to be used the conductors inside needed to be replaced in various locations. Additionally the slight relocation of one of the pullboxes, the pedestrian signals, and the signal cabinet required more conductor than planned hence the need for the increase in quantity for conductors.

**TS-741-00100 Line Item 0032 = TS-741-00100 Fire Hydrant Assembly****Funding Category 0001:**

Decrease by 1 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-01090 Line Item 0033 = TS-741-01090 Water Main (6" PVC) (PVC/C-900 Pipe)****Funding Category 0001:**

Decrease by 7 LNFT to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-01110 Line Item 0034 = TS-741-01110 Water Main (12" PVC) (PVC/C-900 Pipe)****Funding Category 0001:**

Decrease by 10 LNFT to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-10023 Line Item 0035 = TS-741-10023 Adjust Valve Boxes****Funding Category 0001:**

Increase by 4 EACH or 133.33%.

The plans underestimated the quantity needed. The final quantity is based on field condition as it relates to existing conditions and valve boxes located.

**TS-741-11201 Line Item 0036 = TS-741-11201 Ductile Iron Fittings****Funding Category 0001:**

Decrease by 150 LB to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-60060 Line Item 0037 = TS-741-60060 Gate Valve and Valve Box (6")****Funding Category 0001:**

Decrease by 1 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-70110 Line Item 0038 = TS-741-70110 Pipe Restraints (6")****Funding Category 0001:**

Decrease by 3 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-70114 Line Item 0039 = TS-741-70114 Pipe Restraints (12")****Funding Category 0001:**

Decrease by 6 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-70123 Line Item 0040 = TS-741-70123 Transitional Coupling (12")****Funding Category 0001:**

Decrease by 2 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the

requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	Item	Major Item	Price per Unit	Change		Current Quantity	Revised Quantity	% Change
Proj. / Line Item No.		% of Cont.		Quantity	Amount			
202-02-00030	Removal of existing striping (at driveways)	No	\$3.00	-68.000	-\$204.00	584.000	516.000	-11.64%
H.015087.6 / 0002		0.42%	LNFT					
202-02-06140	Removal of Curbs (Concrete)	No	\$10.00	-5.500	-\$55.00	53.500	48.000	-10.28%
H.015087.6 / 0003		0.13%	LNFT					
204-02-00100	Temporary Hay Bales	No	\$15.00	-32.000	-\$480.00	32.000	0.000	-
H.015087.6 / 0006		0.00%	EACH					100.00%
204-06-00100	Temporary Silt Fencing	No	\$3.00	-50.000	-\$150.00	50.000	0.000	-
H.015087.6 / 0007		0.00%	LNFT					100.00%
706-01-00300	Concrete Walk (6" Thick)	Yes	\$90.00	13.200	\$1,188.00	1043.300	1056.500	1.27%
H.015087.6 / 0008		25.70%	SQYD					
707-01-00100	Concrete Curb	No	\$20.00	-67.750	-\$1,355.00	165.000	97.250	-41.06%
H.015087.6 / 0009		0.53%	LNFT					
714-01-00100	Slab Sodding (Bermuda Grass)	No	\$10.00	250.000	\$2,500.00	100.000	350.000	250.00%
H.015087.6 / 0011		0.95%	SQYD					
723-02-00100	Granular Material (Vehicular Measurement)	No	\$25.00	-100.000	-\$2,500.00	100.000	0.000	-
H.015087.6 / 0012		0.00%	CUYD					100.00%
732-01-02040	Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)	No	\$15.00	-15.700	-\$235.50	337.200	321.500	-4.66%
H.015087.6 / 0015		1.30%	LNFT					
736-01-00100	Trenching and Backfilling	No	\$10.50	51.000	\$535.50	65.000	116.000	78.46%
H.015087.6 / 0016		0.33%	LNFT					
736-03-00100	Jacking or Boring	No	\$26.50	-75.000	-\$1,987.50	262.000	187.000	-28.63%
H.015087.6 / 0017		1.34%	LNFT					
736-10-00300	Underground Junction Box (Type F)	No	\$1395.00	1.000	\$1,395.00	5.000	6.000	20.00%
H.015087.6 / 0020		2.26%	EACH					
736-11-00200	Conduit (2" HDPE, Schedule 80)	No	\$37.00	-50.000	-\$1,850.00	130.000	80.000	-38.46%
H.015087.6 / 0021		0.80%	LNFT					
736-11-00300	Conduit (3" HDPE, Schedule 80)	No	\$29.00	-80.000	-\$2,320.00	300.000	220.000	-26.67%
H.015087.6 / 0022		1.72%	LNFT					
736-12-02014	Conductor (2c, #14 awg)	No	\$4.25	191.000	\$811.75	860.000	1051.000	22.21%
H.015087.6 / 0023		1.21%	LNFT					
736-12-06014	Conductor (6c, #14 awg)	No	\$7.45	691.000	\$5,147.95	915.000	1606.000	75.52%
H.015087.6 / 0024		3.23%	LNFT					
TS-741-00100	Fire Hydrant Assembly	No	\$10000.00	-1.000	\$10,000.00	1.000	0.000	-
H.015087.6 / 0032		0.00%	EACH					100.00%
TS-741-01090	Water Main (6" PVC) (PVC/C-900 Pipe)	No	\$50.00	-7.000	-\$350.00	7.000	0.000	-
H.015087.6 / 0033		0.00%	LNFT					100.00%

TS-741-01110	Water Main (12" PVC) (PVC/C-900 Pipe)	No	\$120.00	-10.000	-\$1,200.00	10.000	0.000	-
H.015087.6 / 0034		0.00%	LNFT					100.00%
TS-741-10023	Adjust Valve Boxes	No	\$225.00	4.000	\$900.00	3.000	7.000	-
H.015087.6 / 0035		0.43%	EACH					133.33%
TS-741-11201	Ductile Iron Fittings	No	\$12.00	-150.000	-\$1,800.00	150.000	0.000	-
H.015087.6 / 0036		0.00%	LB					100.00%
TS-741-60060	Gate Valve and Valve Box (6")	No	\$1300.00	-1.000	-\$1,300.00	1.000	0.000	-
H.015087.6 / 0037		0.00%	EACH					100.00%
TS-741-70110	Pipe Restraints (6")	No	\$140.00	-3.000	-\$420.00	3.000	0.000	-
H.015087.6 / 0038		0.00%	EACH					100.00%
TS-741-70114	Pipe Restraints (12")	No	\$365.00	-6.000	-\$2,190.00	6.000	0.000	-
H.015087.6 / 0039		0.00%	EACH					100.00%
TS-741-70123	Transitional Coupling (12")	No	\$1000.00	-2.000	-\$2,000.00	2.000	0.000	-
H.015087.6 / 0040		0.00%	EACH					100.00%
Additional Contract Days Requested <b>None</b>		Change in Amount of Contract: - \$17,918.80						

Requested By:

Date: \_\_\_\_\_

Dunn, Marc  
Resident Engineer

Recommended By:

Date: \_\_\_\_\_

District Administrator

Accepted By:

Date: \_\_\_\_\_

City of Kenner  
Contractor

By: \_\_\_\_\_

Date: \_\_\_\_\_

DOTD Chief Const. Engineer

Approved:

Date: \_\_\_\_\_

Chief Engineer

State Project No. H.015087.6  
Plan Change #002  
Approved  
05339155738  
12/06/2025

Original Contract Cost: \$369,993.25  
Total Approved Change Order to date: -\$17,918.80  
% of Total Approved Cost: 4.843%

Order	Group	Approver	Date	Action	Comments
1	Contractor	Gonzalez, Jose	12/06/2025	Approve	
2	PE- Project Engineer Group	Dunn, Marc	12/06/2025	Approve	
3	PE- Project Engineer Group	Rizzo, Kevin	12/16/2025	Approve	



CHANGE ORDER CATEGORY WORKSHEET

State Project No.H.015087.6Change Order No. 2

Revised July 22, 2015

		Category 3	Category 2	Category 1
Establishes any new funding sources and/or adds any non-participating item				
Change in Amount of Contract	up to \$50,000	XXXXXXXXXX		
	up to \$250,000			
	+/- 25% of original project cost or over \$250,000			
Added Days	up to 30			
	over 30			
	excess adverse weather days per contract up to 50			
	excess adverse weather days per contract over 50			
Increasing a MAJOR ITEM more than 25%				
Decreasing a MAJOR ITEM	up to 25% or \$50,000 (whichever is less)			
	over 25% or \$250,000			
Decreasing a MINOR ITEM (any amount)				
Changes in design / Written appr. by Design or Construction Division				
Changes in Traffic Control Plan (change in sequence)				
Change approved by Memo or Directive signed by Chief Engineer				
Work outside limits of project				
Change in structural design or geometrics				
Change in typical section				
Change in specifications				
Change in method of measurement				
Settlement of a claim or delay				
Administrative Change Order per Contractual Documents				
PAY ADJUSTMENTS	50% Pay or Remove			
	Pay adjustments as per Specifications			
Consultant Inspected Projects	up to \$50,000 'see footnote below	XXXXXXXXXX		
	Up to \$250,000			
	over \$250,000			
Force Account	up to \$50,000			
	up to \$250,000			
	over \$250,000			
Other - Design-Build Project				

1 All Change Orders initiated by a Consultant Project Engineer shall be approved by DOTD District Area Engineer or their designee

FHWA APPROVAL CHECKLIST

	Category 3	Category 2	Category 1
Projects of Division Interest / Projects of Corporate Interest (PoDI / PoCI)	No	Yes	Yes
NHS Routes: Claim Settlement/Contract Termination	Yes		
Waiver of Buy America on any Projects			

## CHANGE ORDER REASON(S) CODE CHART (Rev 1/30/2017)

1. Plan Quantity	1A. Incorrect Quantities (LA DOTD District design). 1B. Incorrect Quantities (LA DOTD Headquarters design). 1C. Incorrect Quantities (Consultant design). 1D. Other 1E. Recoverable
2. Differing Site Conditions (unforeseeable)	2A. Claim resolution as directed by Headquarters Construction Section (expense caused by conditions and/or resulting delay) 2B. Unavailable material. 2C. New development (conditions changing after Plans, Specifications and Quantities completed). 2D. Environmental remediation. 2E. Miscellaneous difference in site conditions (unforeseeable). 2F. Site conditions altered by an act of nature. 2G. Unadjusted utility (unforeseeable). 2H. Unacquired Right-of-Way (unforeseeable). 2I. Additional safety needs (unforeseeable). 2J. Other 2K. Recoverable
3. LA DOTD Convenience	3A. Claim resolution as directed by Headquarters Construction Section (not resulting from error in plans or differing site conditions). 3B. Public relations improvements. 3C. Implementation of a Value Engineering finding. 3D. Achievement of an early project completion. 3E. Reduction of future maintenance. 3F. Additional work desired by LA DOTD. 3G. Compliance requirements of new laws and/or policies. 3H. Cost savings opportunity discovered during construction. 3I. Implementation of improved technology or better process. 3J. Price adjustment on finished work (price reduced in exchange for acceptance). 3K. Addition of stock account or material supplied by state provision. 3L. Revising safety work/measures desired by LA DOTD. 3M. Other.
4. Third Party Accommodation	4A. Failure of a third party to meet commitment. 4B. Third party requested work. 4C. Compliance requirements of new laws and/or policies (impacting third party). 4D. Other 4E. Recoverable
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan. 5B. Contractor requested change in the sequence and/or method of work. 5C. Payment for Partnering workshop. 5D. Additional safety work/measures desired by the Contractor. 5E. Other.
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW). 6B. Right-of-Way not clear (LA DOTD responsibility for ROW). 6C. Utilities not clear. 6D. Other 6E. Recoverable
7. Design Error & Omissions	7A. Design Error (LA DOTD District Design) 7B. Design Error (LA DOTD Headquarters Design) 7C. Design Error (Consultant Design) 7D. Other 7E. Recoverable
8. Final Change Order	8A. Reconciling Final Quantities Only

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	002
		Date:	11/11/2025
S.P. NO.	H.015087.6	F.A.P. NO.	H015087
Name:	KENNER DISCOVERY SCHOOL SIDEWALKS	Primary Parish:	Jefferson
		Category 3 / 8A	
This change order requires an LADOTD authorizer			

SPN H.015087.6  
Change Order No. 2 – Final Reconciliation Change Order  
Reason Code 8A – Final Change Order – Reconciling Final Quantities Only  
Category 3

PROJECT INFORMATION:  
Original Bid: \$369,993.25  
Original Time: 60 Calendar Days  
Spec Year: 2016 Louisiana Standard Specifications for Roads and Bridges  
Entity: City of Kenner  
LADOTD District 02 – Jefferson Parish  
Route: Loyola Drive and Vintage Boulevard  
Contractor: 21 Construction LLC  
PM: Scott Boyle  
LADOTD Project Coordinator: Kevin Rizzo

03/12/2025: Letting  
05/23/2025: NOCE (Notice of Contract Execution)  
06/17/2025: NTP (Notice to Proceed)

Assembly Period:  
30 Days Allowed  
Actual: 20 days (06/17/2025 to 07/07/2025)

The contract for this project is held by LADOTD and the City of Kenner. This is not a FHWA PODI (Project of Divisional Interest) project. This project is a NON-NHS route.

PROJECT SCOPE - This is a concrete walk, pedestrian signal, and related work construction project on Loyola Drive and Vintage Boulevard in the city of Kenner.

EXPLANATION AND JUSTIFICATION - The purpose of this change order is to reconcile the final quantities on this project.

ITEMS - This change order alters the contract quantity of many contract items. See breakdown.

COST - This change order decreases the overall contract cost by \$17,918.80.

SPECIFICATIONS – This change order will not change any specifications.

TIME – The change order does not affect contract time.

The DOTD Project Coordinator and the City of Kenner have reviewed this change order and recommends it for approval.

ATTACHMENTS  
1. Change Order Category Worksheet  
2. Reason Code Chart

Project Number H.015087.6

202-02-00030 Line Item 0002 = 202-02-00030 Removal of existing striping (at driveways)  
Funding Category 0001:  
Decrease by 68 LNFT or -11.64%.  
The plans overestimated the quantity needed.

202-02-06140 Line Item 0003 = 202-02-06140 Removal of Curbs (Concrete)  
Funding Category 0001:

Decrease by 5.5 LNFT or -10.28%.  
The plans overestimated the quantity needed.

**204-02-00100 Line Item 0006 = 204-02-00100 Temporary Hay Bales**

**Funding Category 0001:**

Decrease by 32 EACH to zero or -100%.

Due to the nature of the contractors sequence of construction and the minimal amount of features that may have been needed erosion control features were not required to be placed.

**204-06-00100 Line Item 0007 = 204-06-00100 Temporary Silt Fencing**

**Funding Category 0001:**

Decrease by 50 LNFT to zero or -100%.

Due to the nature of the contractors sequence of construction and the minimal amount of features that may have been needed erosion control features were not required to be placed.

**706-01-00300 Line Item 0008 = 706-01-00300 Concrete Walk (6" Thick)**

**Funding Category 0001:**

Increase by 13.2 SQYD or 1.27%.

The plans slightly underestimated the quantity needed. The final quantity is based on field measurements as it relates to existing conditions.

**707-01-00100 Line Item 0009 = 707-01-00100 Concrete Curb**

**Funding Category 0001:**

Decrease by 67.75 LNFT or -41.06%.

The plans overestimated the quantity needed.

**714-01-00100 Line Item 0011 = 714-01-00100 Slab Sodding (Bermuda Grass)**

**Funding Category 0001:**

Increase by 250 SQYD or 250.00%.

Due to the contractors work installing the signal foundations and the relocation of a junction box and the signal cabinet as well as some additional sodding requested by the COK, agreed to by LADOTD, more existing grass was removed therefore more sodding was required than estimated in the plans. Note 13 on sheet 1a of the plans required the contractor to restore all areas disturbed by his operations using similar turf slab sodding.

**723-02-00100 Line Item 0012 = 723-02-00100 Granular Material (Vehicular Measurement)**

**Funding Category 0001:**

Decrease by 100 CUYD to zero or -100%.

Granular material, per the plans, was to be used as needed to achieve finished grade or replace unsuitable areas as determined by the project construction engineer. None was needed.

**732-01-02040 Line Item 0015 = 732-01-02040 Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)**

**Funding Category 0001:**

Decrease by 15.7 LNFT or -4.66%.

The plans overestimated the quantity needed.

**736-01-00100 Line Item 0016 = 736-01-00100 Trenching and Backfilling**

**Funding Category 0001:**

Increase by 51 LNFT or 78.46%.

A pullbox that was damaged and required replacement and relocation as well as the signal cabinet's plan location having to be slightly adjusted required an increase to this item to get conduit and conductors to these items new locations.

**736-03-00100 Line Item 0017 = 736-03-00100 Jacking or Boring**

**Funding Category 0001:**

Decrease by 75 LNFT or -28.63%.

Some of the existing conduits were able to be utilized and new ones were not required to be placed.

**736-10-00300 Line Item 0020 = 736-10-00300 Underground Junction Box (Type F)**

**Funding Category 0001:**

Increase by 1 EACH or 20.00%.

An existing underground junction box in the end of the median of vintage boulevard at the west side of the intersection of vintage and loyola was discovered to be damaged and required replacement hence the need for the increase in this quantity by 1 EACH.

**736-11-00200 Line Item 0021 = 736-11-00200 Conduit (2" HDPE, Schedule 80)**

**Funding Category 0001:**

Decrease by 50 LNFT or -38.46%.

Some of the existing conduits were able to be utilized and new ones were not required to be placed.

**736-11-00300 Line Item 0022 = 736-11-00300 Conduit (3" HDPE, Schedule 80)**

**Funding Category 0001:**

Decrease by 80 LNFT or -26.67%.

Some of the existing conduits were able to be utilized and new ones were not required to be placed.

**736-12-02014 Line Item 0023 = 736-12-02014 Conductor (2c, #14 awg)****Funding Category 0001:**

Increase by 191 LNFT or 22.21%.

Although some of the existing conduits were able to be used the conductors inside needed to be replaced in various locations. Additionally the slight relocation of one of the pullboxes, the pedestrian signals, and the signal cabinet required more conductor than planned hence the need for the increase in quantity for conductors.

**736-12-06014 Line Item 0024 = 736-12-06014 Conductor (6c, #14 awg)****Funding Category 0001:**

Increase by 691 LNFT or 75.52%.

Although some of the existing conduits were able to be used the conductors inside needed to be replaced in various locations. Additionally the slight relocation of one of the pullboxes, the pedestrian signals, and the signal cabinet required more conductor than planned hence the need for the increase in quantity for conductors.

**TS-741-00100 Line Item 0032 = TS-741-00100 Fire Hydrant Assembly****Funding Category 0001:**

Decrease by 1 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-01090 Line Item 0033 = TS-741-01090 Water Main (6" PVC) (PVC/C-900 Pipe)****Funding Category 0001:**

Decrease by 7 LNFT to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-01110 Line Item 0034 = TS-741-01110 Water Main (12" PVC) (PVC/C-900 Pipe)****Funding Category 0001:**

Decrease by 10 LNFT to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-10023 Line Item 0035 = TS-741-10023 Adjust Valve Boxes****Funding Category 0001:**

Increase by 4 EACH or 133.33%.

The plans underestimated the quantity needed. The final quantity is based on field condition as it relates to existing conditions and valve boxes located.

**TS-741-11201 Line Item 0036 = TS-741-11201 Ductile Iron Fittings****Funding Category 0001:**

Decrease by 150 LB to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-60060 Line Item 0037 = TS-741-60060 Gate Valve and Valve Box (6")****Funding Category 0001:**

Decrease by 1 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-70110 Line Item 0038 = TS-741-70110 Pipe Restraints (6")****Funding Category 0001:**

Decrease by 3 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-70114 Line Item 0039 = TS-741-70114 Pipe Restraints (12")****Funding Category 0001:**

Decrease by 6 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

**TS-741-70123 Line Item 0040 = TS-741-70123 Transitional Coupling (12")****Funding Category 0001:**

Decrease by 2 EACH to zero or -100%.

This item was no longer needed as a slight acceptable shift in the constructed sidewalk allowed the existing fire hydrant to stay in place.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the

requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	Item	Major Item	Price per Unit	Change		Current Quantity	Revised Quantity	% Change
Proj. / Line Item No.		% of Cont.		Quantity	Amount			
202-02-00030	Removal of existing striping (at driveways)	No	\$3.00	-68.000	-\$204.00	584.000	516.000	-11.64%
H.015087.6 / 0002		0.42%	LNFT					
202-02-06140	Removal of Curbs (Concrete)	No	\$10.00	-5.500	-\$55.00	53.500	48.000	-10.28%
H.015087.6 / 0003		0.13%	LNFT					
204-02-00100	Temporary Hay Bales	No	\$15.00	-32.000	-\$480.00	32.000	0.000	-100.00%
H.015087.6 / 0006		0.00%	EACH					
204-06-00100	Temporary Silt Fencing	No	\$3.00	-50.000	-\$150.00	50.000	0.000	-100.00%
H.015087.6 / 0007		0.00%	LNFT					
706-01-00300	Concrete Walk (6" Thick)	Yes	\$90.00	13.200	\$1,188.00	1043.300	1056.500	1.27%
H.015087.6 / 0008		25.70%	SQYD					
707-01-00100	Concrete Curb	No	\$20.00	-67.750	-\$1,355.00	165.000	97.250	-41.06%
H.015087.6 / 0009		0.53%	LNFT					
714-01-00100	Slab Sodding (Bermuda Grass)	No	\$10.00	250.000	\$2,500.00	100.000	350.000	250.00%
H.015087.6 / 0011		0.95%	SQYD					
723-02-00100	Granular Material (Vehicular Measurement)	No	\$25.00	-100.000	-\$2,500.00	100.000	0.000	-100.00%
H.015087.6 / 0012		0.00%	CUYD					
732-01-02040	Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)	No	\$15.00	-15.700	-\$235.50	337.200	321.500	-4.66%
H.015087.6 / 0015		1.30%	LNFT					
736-01-00100	Trenching and Backfilling	No	\$10.50	51.000	\$535.50	65.000	116.000	78.46%
H.015087.6 / 0016		0.33%	LNFT					
736-03-00100	Jacking or Boring	No	\$26.50	-75.000	-\$1,987.50	262.000	187.000	-28.63%
H.015087.6 / 0017		1.34%	LNFT					
736-10-00300	Underground Junction Box (Type F)	No	\$1395.00	1.000	\$1,395.00	5.000	6.000	20.00%
H.015087.6 / 0020		2.26%	EACH					
736-11-00200	Conduit (2" HDPE, Schedule 80)	No	\$37.00	-50.000	-\$1,850.00	130.000	80.000	-38.46%
H.015087.6 / 0021		0.80%	LNFT					
736-11-00300	Conduit (3" HDPE, Schedule 80)	No	\$29.00	-80.000	-\$2,320.00	300.000	220.000	-26.67%
H.015087.6 / 0022		1.72%	LNFT					
736-12-02014	Conductor (2c, #14 awg)	No	\$4.25	191.000	\$811.75	860.000	1051.000	22.21%
H.015087.6 / 0023		1.21%	LNFT					
736-12-06014	Conductor (6c, #14 awg)	No	\$7.45	691.000	\$5,147.95	915.000	1606.000	75.52%
H.015087.6 / 0024		3.23%	LNFT					
TS-741-00100	Fire Hydrant Assembly	No	\$10000.00	-1.000	-\$10,000.00	1.000	0.000	-100.00%
H.015087.6 / 0032		0.00%	EACH					
TS-741-01090	Water Main (6" PVC) (PVC/C-900 Pipe)	No	\$50.00	-7.000	-\$350.00	7.000	0.000	-100.00%
H.015087.6 / 0033		0.00%	LNFT					

TS-741-01110	Water Main (12" PVC) (PVC/C-900 Pipe)	No	\$120.00	-10.000	-\$1,200.00	10.000	0.000	100.00%	-
H.015087.6 / 0034		0.00%	LNFT						
TS-741-10023	Adjust Valve Boxes	No	\$225.00	4.000	\$900.00	3.000	7.000	133.33%	-
H.015087.6 / 0035		0.43%	EACH						
TS-741-11201	Ductile Iron Fittings	No	\$12.00	-150.000	-\$1,800.00	150.000	0.000	100.00%	-
H.015087.6 / 0036		0.00%	LB						
TS-741-60060	Gate Valve and Valve Box (6")	No	\$1300.00	-1.000	-\$1,300.00	1.000	0.000	100.00%	-
H.015087.6 / 0037		0.00%	EACH						
TS-741-70110	Pipe Restraints (6")	No	\$140.00	-3.000	-\$420.00	3.000	0.000	100.00%	-
H.015087.6 / 0038		0.00%	EACH						
TS-741-70114	Pipe Restraints (12")	No	\$365.00	-6.000	-\$2,190.00	6.000	0.000	100.00%	-
H.015087.6 / 0039		0.00%	EACH						
TS-741-70123	Transitional Coupling (12")	No	\$1000.00	-2.000	-\$2,000.00	2.000	0.000	100.00%	-
H.015087.6 / 0040		0.00%	EACH						
Additional Contract Days Requested None		Change in Amount of Contract: -			\$17,918.80				

Requested By:

Date: \_\_\_\_\_

Dunn, Marc  
Resident Engineer

Recommended By:

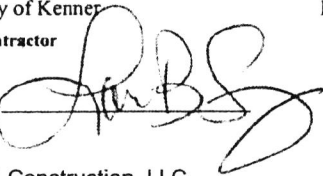
Date: \_\_\_\_\_

District Administrator

Accepted By:

Date: \_\_\_\_\_

City of Kenner  
Contractor

By: 

Date: \_\_\_\_\_

21 Construction, LLC

DOTD Chief Const. Engineer

Date: \_\_\_\_\_

Approved:

Date: \_\_\_\_\_

Chief Engineer

State Project No. H.015087.6  
Plan Change #002  
Draft  
Original Contract Cost: \$369,993.25  
Total Approved Change Order to date: \$0.00  
% of Total Approved Cost: 0.000%

CHANGE ORDER CATEGORY WORKSHEET

State Project NoH.015087.6Change Order No. 2

Revised July 22, 2015

		Category 3	Category 2	Category 1
Establishes any new funding sources and/or adds any non-participating item				
Change In Amount of Contract	up to \$50,000	XXXXXXXXXX		
	up to \$250,000			
	+/- 25% of original project cost or over \$250,000			
Added Days	up to 30			
	over 30			
	excess adverse weather days per contract up to 50			
	excess adverse weather days per contract over 50			
Increasing a MAJOR ITEM more than 25%				
Decreasing a MAJOR ITEM	up to 25% or \$50,000 (whichever is less)			
	over 25% or \$250,000			
Decreasing a MINOR ITEM (any amount)				
Changes in design / Written appr. by Design or Construction Division				
Changes in Traffic Control Plan (change in sequence)				
Change approved by Memo or Directive signed by Chief Engineer				
Work outside limits of project				
Change in structural design or geometrics				
Change in typical section				
Change in specifications				
Change in method of measurement				
Settlement of a claim or delay				
Administrative Change Order per Contractual Documents				
PAY ADJUSTMENTS	50% Pay or Remove			
	Pay adjustments as per Specifications			
Consultant Inspected Projects	up to \$50,000 'see footnote below	XXXXXXXXXX		
	Up to \$250,000			
	over \$250,000			
Force Account	up to \$50,000			
	up to \$250,000			
	over \$250,000			
Other - Design-Build Project				
All Change Orders Initiated by a Consultant Project Engineer shall be approved by DOTD District Area Engineer or their designee				
FHWA APPROVAL CHECKLIST				
		Category 3	Category 2	Category 1
Projects of Division Interest / Projects of Corporate Interest (PoDI / PoCI)		No	Yes	Yes
NHS Routes: Claim Settlement/Contract Termination		Yes		
Waiver of Buy America on any Projects				

### CHANGE ORDER REASON(S) CODE CHART (Rev 1/30/2017)

1. Plan Quantity	1A. Incorrect Quantities (LA DOTD District design). 1B. Incorrect Quantities (LA DOTD Headquarters design). 1C. Incorrect Quantities (Consultant design). 1D. Other 1E. Recoverable
2. Differing Site Conditions (unforeseeable)	2A. Claim resolution as directed by Headquarters Construction Section (expense caused by conditions and/or resulting delay) 2B. Unavailable material. 2C. New development (conditions changing after Plans, Specifications and Quantities completed). 2D. Environmental remediation. 2E. Miscellaneous difference in site conditions (unforeseeable). 2F. Site conditions altered by an act of nature. 2G. Unadjusted utility (unforeseeable). 2H. Unacquired Right-of-Way (unforeseeable). 2I. Additional safety needs (unforeseeable). 2J. Other 2K. Recoverable
3. LA DOTD Convenience	3A. Claim resolution as directed by Headquarters Construction Section (not resulting from error in plans or differing site conditions). 3B. Public relations improvements. 3C. Implementation of a Value Engineering finding. 3D. Achievement of an early project completion. 3E. Reduction of future maintenance. 3F. Additional work desired by LA DOTD. 3G. Compliance requirements of new laws and/or policies. 3H. Cost savings opportunity discovered during construction. 3I. Implementation of improved technology or better process. 3J. Price adjustment on finished work (price reduced in exchange for acceptance). 3K. Addition of stock account or material supplied by state provision. 3L. Revising safety work/measures desired by LA DOTD. 3M. Other.
4. Third Party Accommodation	4A. Failure of a third party to meet commitment. 4B. Third party requested work. 4C. Compliance requirements of new laws and/or policies (impacting third party). 4D. Other 4E. Recoverable
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan. 5B. Contractor requested change in the sequence and/or method of work. 5C. Payment for Partnering workshop. 5D. Additional safety work/measures desired by the Contractor. 5E. Other.
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW). 6B. Right-of-Way not clear (LA DOTD responsibility for ROW). 6C. Utilities not clear. 6D. Other 6E. Recoverable
7. Design Error & Omissions	7A. Design Error (LA DOTD District Design) 7B. Design Error (LA DOTD Headquarters Design) 7C. Design Error (Consultant Design) 7D. Other 7E. Recoverable
8. Final Change Order	8A. Reconciling Final Quantities Only

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	001
		Date:	09/22/2025
S.P. NO.	H.015087.6	F.A.P. NO.	H015087
Name:	KENNER DISCOVERY SCHOOL SIDEWALKS	Primary Parish:	Jefferson
		Category 2 / 3M	

SPN H.015087.6  
Change Order No. 1 – Contract Time Adjustment  
Reason Code 3M – LADOTD Convenience – Other  
Category 2

PROJECT INFORMATION:  
Original Bid: \$369,993.25  
Original Time: 60 Calendar Days  
Spec Year: 2016 Louisiana Standard Specifications for Roads and Bridges  
Entity: City of Kenner  
LADOTD District 02 – Jefferson Parish  
Route: Loyola Drive and Vintage Boulevard  
Contractor: 21Construction LLC  
PM: Scott Boyle  
LADOTD Project Coordinator: Kevin Rizzo

03/12/2025: Letting  
05/23/2025: NOCE (Notice of Contract Execution)  
06/17/2025: NTP (Notice to Proceed)

Assembly Period:  
30 Days Allowed  
Actual: 20 days (06/17/2025 to 07/07/2025)

The contract for this project is held by LADOTD and the City of Kenner. This is not a FHWA PODI (Project of Divisional Interest) project. This project is a NON-NHS route.

PROJECT SCOPE - This is a concrete walk, pedestrian signal, and related work construction project on Loyola Drive and Vintage Boulevard in the city of Kenner.

EXPLANATION AND JUSTIFICATION - The purpose of this change order is to extend the contract time from sixty (60) calendar days to eighty-five (85) calendar days. This twenty-five (25) calendar day extension of the contract time is required due to lead times of certain electrical components needed to install the new pedestrian traffic signals. The contractor received approved shop drawings for certain electrical components related to the pedestrian traffic signals on July 24, 2025. These items were not received until September 2, 2025. The contractor has submitted a revised schedule showing that this caused a 25-day increase to the original project completion date. The Consultant Project Engineer agrees that this non-compensable time adjustment is justified and is in compliance with the 2016 LSSRB section 108.07.

ITEMS - This change order does not add, subtract, or adjust any Contract Item or Line Numbers.

COST - This change order will be at no cost to the department. Additionally, the contractor agrees to hold their prices for this contract time extension, and this is considered a non-compensable time extension.

SPECIFICATIONS – This change order will not change any specifications.

TIME – The contract time is amended by 25 days as described above. The original completion date using all 60 calendar days was 9/4/2025. The new completion date with the 25 added calendar days is 9/29/2025.  
The DOTD Project Coordinator and the City of Kenner have reviewed this change order and recommends it for approval.

- ATTACHMENTS
- 1. Change Order Category Worksheet
  - 2. Reason Code Chart
  - 3. Contractor Contract Time Extension Request
  - 4. Revised Schedule

**Time Adjustment:** 25 day(s) See General Explanation

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

No items on this change order.

Requested By:

Recommended By:

\_\_\_\_\_  
Dunn, Marc  
Resident Engineer

Date: \_\_\_\_\_

\_\_\_\_\_  
District Administrator

Date: \_\_\_\_\_

Accepted By:

City of Kenner  
Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
DOTD Chief Const. Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
21 Construction

Approved:

\_\_\_\_\_  
Chief Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_

State Project No. H.015087.6  
Plan Change #001  
Approved  
05265161643  
09/22/2025

Original Contract Cost: \$369,993.25  
Total Approved Change Order to date: \$0.00  
% of Total Approved Cost: 0.000%

Order	Group	Approver	Date	Action	Comments
1	Contractor	Gonzalez, Jose	09/22/2025	Approve	
2	PE- Project Engineer Group	Dunn, Marc	09/22/2025	Approve	
3	PE- Project Engineer Group	Rizzo, Kevin	09/25/2025	Approve	
4	Area Engineers	Rizzo, Kevin	09/25/2025	Approve	

CHANGE ORDER CATEGORY WORKSHEET

State Project No.H.015087.6Change Order No. 1

Revised July 22, 2015

		Category 3	Category 2	Category 1
Establishes any new funding sources and/or adds any non-participating item				
Change in Amount of Contract	up to \$50,000			
	up to \$250,000			
	+/- 25% of original project cost or over \$250,000			
Added Days	up to 30		XXXXXXXXXX	
	over 30			
	excess adverse weather days per contract up to 50			
	excess adverse weather days per contract over 50			
Increasing a MAJOR ITEM more than 25%				
Decreasing a MAJOR ITEM	up to 25% or \$50,000 (whichever is less)			
	over 25% or \$250,000			
Decreasing a MINOR ITEM (any amount)				
Changes in design / Written appr. by Design or Construction Division				
Changes in Traffic Control Plan (change in sequence)				
Change approved by Memo or Directive signed by Chief Engineer				
Work outside limits of project				
Change in structural design or geometrics				
Change in typical section				
Change in specifications				
Change in method of measurement				
Settlement of a claim or delay				
Administrative Change Order per Contractual Documents				
PAY ADJUSTMENTS	50% Pay or Remove			
	Pay adjustments as per Specifications			
Consultant Inspected Projects	up to \$50,000 'see footnote below			
	Up to \$250,000			
	over \$250,000			
Force Account	up to \$50,000			
	up to \$250,000			
	over \$250,000			
Other - Design-Build Project				
* All Change Orders initiated by a Consultant Project Engineer shall be approved by DOTD District Area Engineer or their designee				
FHWA APPROVAL CHECKLIST				
		Category 3	Category 2	Category 1
Projects of Division Interest / Projects of Corporate Interest (PoDI / PoCI)		No	Yes	Yes
NHS Routes: Claim Settlement/Contract Termination		Yes		
Waiver of Buy America on any Projects				

### CHANGE ORDER REASON(S) CODE CHART (Rev 1/30/2017)

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8. Final Change Order	8A. Reconciling Final Quantities Only

21 CONSTRUCTION, LLC  
LA LICENSE # 74839



26355 Mount Pisgah Rd.  
Mount Hermon, LA 70450  
(985)335-7681

Date: 9/8/2025

Attn: Marc Dunn Jr., PE  
CE&I Lead Professional  
T Baker Smith  
Prairieville, LA

REF: Kenner Discovery Sidewalk Time Extension Request

Marc,

September 29, 2025

Per our recent conversations, we would like to formally request our contract time to extend until ~~October 3, 2025~~. This *MTD* time request extension is a total of 25 calendar days to our project, but does **NOT** have any monetary value added to it unless noted in the descriptions. Please see below for our description/explanation for this request.

We request for time extension is for the delay in receiving all the electrical components. Due to circumstances beyond our control, the supply chain delays only allowed for the required material to be delivered to the site on Tuesday, 9-2-2025. As our original schedule showed, the electrical portion of this project has been the controlling item of work since 7-21-2025. The delivery on 9-2-2025 only allowed for three (3) days to install. Even though a coordinated group effort between electrical subcontractor, City of Kenner Officials, and the Inspection & administration team made this happen in the designated time constrictions that was requested of us, we feel the request for additional contract days is warranted for us to complete all the required task at hand to deliver the finish product. For this, we are requesting **twenty-five (25) calendar days** added to our contract.

Please see the revised schedule along with correspondence from All Star Electric.

Sincerely,

Lori Schilling  
21 Construction, LLC  
26355 Mt. Pisgah Rd.  
Mt. Hermon, LA 70450



Outlook

**FW: Kenner Recovery**

From Harold Boydston <hboydston@allstar-electric.com>  
Date Mon 9/15/2025 7:48 AM  
To 21 Construction <estimating@21const.com>

See below

**Harold K. Boydston**

President

(O) 504-466-3303  
(D) 504-602-0161  
(C) 504-416-3739



[hboydston@allstar-electric.com](mailto:hboydston@allstar-electric.com)

**From:** jivaughn@secosouth.net <jivaughn@secosouth.net>  
**Sent:** Tuesday, July 29, 2025 11:33 AM  
**To:** Harold Boydston <hboydston@allstar-electric.com>; Todd McDonald <tmcDonald@allstar-electric.com>  
**Cc:** Andre Murray <amurray@allstar-electric.com>; Cole Casey <ccasey@allstar-electric.com>  
**Subject:** RE: Kenner Recovery

**CAUTION: EXTERNAL SENDER:**

I am working on getting the delivery dates together. This material is on order and will advise when I have it all put together. The pedestal poles will have an octagonal base now; we will need to paint these. We need to put the controller cabinet on this order. I need to get that started. I have the junction boxes here, this you need for your underground, when would you want these shipped? Kenner signals a green, I know that black has been the state color, would we want to change this?

I will send an order confirmation for your review.  
Sorry for the delay.

John I. Vaughn  
Signal Equipment Co. – South  
Shreveport, LA 71107  
Off: 318 222 7373  
Cell: 318 426 4665

**From:** Harold Boydston <[hboydston@allstar-electric.com](mailto:hboydston@allstar-electric.com)>  
**Sent:** Tuesday, July 29, 2025 8:11 AM  
**To:** John Vaughn <[jivaughn@secosouth.net](mailto:jivaughn@secosouth.net)>; Todd McDonald <[tmcdonald@allstar-electric.com](mailto:tmcdonald@allstar-electric.com)>  
**Cc:** Andre Murray <[amurray@allstar-electric.com](mailto:amurray@allstar-electric.com)>; Cole Casey <[ccasey@allstar-electric.com](mailto:ccasey@allstar-electric.com)>  
**Subject:** RE: Kenner Recovery

John – I need this information.

**Harold K. Boydston**  
President

(O) 504-466-3303  
(D) 504-602-0161  
(C) 504-416-3739



[hboydston@allstar-electric.com](mailto:hboydston@allstar-electric.com)

**From:** Harold Boydston  
**Sent:** Monday, July 28, 2025 8:44 AM  
**To:** John Vaughn <[jivaughn@secosouth.net](mailto:jivaughn@secosouth.net)>; Todd McDonald <[tmcdonald@allstar-electric.com](mailto:tmcdonald@allstar-electric.com)>  
**Cc:** Andre Murray <[amurray@allstar-electric.com](mailto:amurray@allstar-electric.com)>; Cole Casey <[ccasey@allstar-electric.com](mailto:ccasey@allstar-electric.com)>  
**Subject:** Kenner Recovery

John – Please forward ship dates on all materials for this project.

**Harold K. Boydston**

President

(O) 504-466-3303

(D) 504-602-0161

(C) 504-416-3739

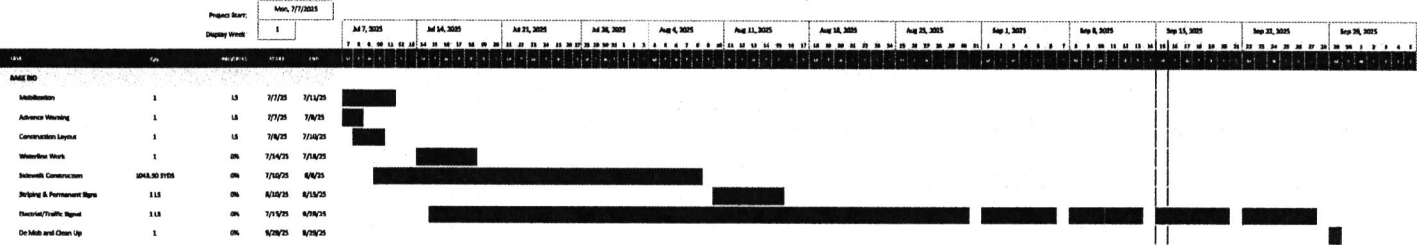


[hboydston@allstar-electric.com](mailto:hboydston@allstar-electric.com)

State Project # H.015087 Kenner Discovery Sidewalk

REVISED TO SHOW ELECTRICAL MATERIAL DELIVERY  
9/2/2025

Contractor: 21 Construction LLC  
Contract Time: 60 Calendar Days



Sidewalk Items is Controlling Item Until 7/15/2025

Electrical Item Becomes Controlling Item on 7/15/2025

Electrical Item Not Reached Until 8/2/2025



The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Order	Group	Approver	Date	Action	Comments
1	Contractor	Gonzalez, Jose	09/22/2025	Approve	
2	PE- Project Engineer Group	Dunn, Marc	09/22/2025	Approve	
3	PE- Project Engineer Group	Rizzo, Kevin	09/25/2025	Approve	
4	Area Engineers	Rizzo, Kevin	09/25/2025	Approve	



17827 Old Jefferson Hwy. 225.744.2100  
Prairieville, LA 70769 866.357.1050

[tbsmith.com](http://tbsmith.com)

December 16, 2025

Mr. Jose Gonzalez, P.E.  
Chief Administrative Officer  
City of Kenner  
1801 Williams Blvd  
Building B, Suite 200  
Kenner, LA 70062

Re: Kenner Discovery School Sidewalks Improvements  
Recommendation for Final Acceptance  
State Project No. H.015087  
Federal Project No. H.015087

Dear Mr. Gonzalez,

On September 18, 2025, representatives from T. Baker Smith, Royal Engineers and Consultants, the City of Kenner, LADOTD District 02 personnel, and 21 Construction LLC conducted an inspection of the project. Partial acceptance was granted for all items except the recently placed sod and the pedestrian signals. A minor punch list was generated during this inspection. The contractor completed all punch list items on October 3, 2025.

The sod establishment period and the burn-in period for the pedestrian signals by specification is 60 days. By November 18, 2025, the sod had successfully established, and no issues were observed with the newly installed pedestrian signal system. Therefore, I recommend that the City of Kenner formally accept the contract with 21 Construction LLC as complete as of November 18, 2025.

The awarded bid amount was \$369,993.25 and there was a total underrun on the project of -\$17,918.80. This underrun was due to various minor changes in quantity to reflect field conditions as the project was being built. For details of the over/underruns by contract item reference executed Change Order #2.

Please call should you have any questions.

Thank you,

A handwritten signature in black ink that reads 'Marc T. Dunn Jr., P.E.'.

Marc Dunn Jr., P.E.  
CE&I Lead Professional  
T. Baker Smith

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. 14,021                      ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE QUOTE RECEIVED FROM PRECISION P.S.I., LLC, A SOLE SOURCE PROVIDER, TO REPAIR THE YEOMANS PUMP #1 AT 27<sup>TH</sup> & SALEM SEWER LIFT STATION IN THE AMOUNT OF \$20,128.77 FOR THE WASTEWATER DEPARTMENT

---

WHEREAS, the Yeomans pump #1 at 27<sup>th</sup> & Salem Sewer Lift Station is in need of repair; and,

WHEREAS, Precision P.S.I., LLC, a sole source provider, has provided a quote in the amount of \$20,128.77; and,

WHEREAS, funding is available in account no. 5713946-5860.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That the quote received from Precision P.S.I., LLC, a sole source provider, to repair the Yeomans pump #1 at 27<sup>th</sup> & Salem Sewer Lift Station in the amount of \$20,128.77 is approved.

SECTION TWO: That the Finance Department is authorized to issue a purchase order to Precision P.S.I., LLC in the amount of \$20,128.77.

SECTION THREE: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Joanne L. Massony, Director of Wastewater

PRECISION P.S.I., LLC  
P.O. BOX 640297  
Kenner, LA 70064  
accounting@precision-psi.com  
www.precision-psi.com



Estimate

<b>ADDRESS</b>	<b>SHIP TO</b>	<b>ESTIMATE # 27&amp;Salem - 45160</b>
Kenner City of	Kenner City of	<b>DATE 12/18/2025</b>
1610 Reverend Richard Wilson	1610 Reverend Richard	
Drive	Wilson Drive	
Kenner, Louisiana 70062	Kenner, Louisiana 70062	

DESCRIPTION	AMOUNT
ATTN: Eddie	20,128.77
RE: 27th and Salem - Pump 1	

Yeomans 60HP, 3 Phase, 60 Hz, 1767 RPM, Fr. 320, 460 Volts, 71.0 Amp, Serial #7517001907A.

Clean pump prior to disassembly. Disassemble pump and inspect all machine fits. Steam clean stator winding. Bake and test. Furnish labor and material to recondition stator. Furnish labor and material to bore and sleeve upper stationary fit in housing, bore and sleeve lower stationary fit in seal plate, mill down bad areas around bolt holes in seal, plate, fabricate and install inserts. Ceramic coat seal plate. Clean all internal parts. Reassemble pump using new bearings, new seals, new orings, new moisture probes and resister. Rebuild power cap using 100 ft of 4/4 SOOW cable, and 100 ft of 14/4 SOOW cable. Rewire power cap to stator and install to pump unit. Install impeller on pump, and install pump unit into volute. Pressure test pump. Fill pump with oil. Test run and paint.

Estimated Cost: \$20,128.77

This price is based on visual inspection only, after disassembly additional charges may apply. Due to current market fluctuation, material cost are subject to change. This price does not include any taxes that may be applicable. This price does not include freight charges.	<b>SUBTOTAL</b>	20,128.77
	<b>TAX</b>	0.00
	<b>TOTAL</b>	<b>\$20,128.77</b>

Accepted By	Accepted Date
-------------	---------------

BE>THINK>INNOVATE



January 1, 2024

To:

From: Gary Reid – District Sales Manager, SE Region  
Water Utility – Grundfos North America

Subject: GRUNDFOS Water Utility Authorized Service Provider – Louisiana

Let it be known by all parties that Precision PSI LLC is the sole Authorized Service Center for all Grundfos products and all products under the Grundfos parent brand for the Municipal Market in the state of Louisiana. Any other parties offering service of any Grundfos branded equipment, are likely supplying non-standard, non-OEM equipment that if installed or utilized, will void any written or expressed warranty, and may jeopardize the health of the pumps and/ or installation. In order to ensure that OEM services are supplied, and in order to insure that all warranties are established and remain in effect, all inquiries for service related issues for the following products should be procured through:

Precision PSI LLC 2318 Kingston St. Kenner LA 70062

504-469-8481

1. Grundfos Pumps
2. Morris Pumps
3. Chicago Pumps
4. Yeomans Pumps
5. BoosterPAQ
6. PACO Pumps
7. Sewer Chewer
8. Peerless Pumps
9. CLOW Pumps

Regards,

Gary Reid  
District Sales Manager SE  
Grundfos Water Utility  
205-704-1466  
gsreid@grundfos.com

GRUNDFOS WATER UTILITY  
BROOKSHIRE TX 77423  
Phone (281) 994-2700

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING AN AGREEMENT WITH THE PEST PROS INC. FOR PEST CONTROL SERVICES CITYWIDE IN AN AMOUNT NOT TO EXCEED \$40,000.00 ANNUALLY FOR THE GENERAL SERVICES DEPARTMENT

---

WHEREAS, the General Service Department received a quote from The Pest Pros Inc. for pest control services Citywide; and,

WHEREAS, it is the recommendation of the Director of General Services that an agreement with The Pest Pros Inc. be entered into for these services; and,

WHEREAS, funding is available in account no. 0013039-5750.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That an agreement with The Pest Pros Inc. for pest control services Citywide is approved.

SECTION TWO: That the agreement with The Pest Pros Inc. shall not exceed \$40,000.00 annually.

SECTION THREE: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_ day \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Mark Glorioso, Director of General Services

## AGREEMENT

This Agreement is entered into between the City of Kenner, Louisiana, ("Kenner"), a local governmental subdivision of the State of Louisiana, and The Pest Pros Inc., ("Contractor") authorized to do business in the State of Louisiana:

1. **Scope of Work:** Contractor will provide pest control services Citywide.
2. **Effective Date:** Upon the signature of the last party, this Agreement will be effective as of February 11, 2026 and will terminate on February 10, 2028.
3. **Agreement Amount:** This Agreement will not exceed \$40,000.00 annually.
4. **Terms of Payment.** Contractor shall invoice Kenner monthly for services/materials provided at the rates detailed in Exhibit "A", attached. Invoices must be submitted within forty (40) days of services/materials billed for. Invoices submitted after this period are subject to non-payment by Kenner. Invoices may be sent by e-mail to **saverette@kenner.la.us** for prompt posting.
5. **Notices:** Any communications shall be in writing and delivered personally, electronically or by certified mail as follows:

Notices should be sent to Kenner at the following address:

General Services Department  
c/o Director  
1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062

Notices should be sent to Contractor at the following address:

The Pest Pros Inc.  
c/o Brian Robert, Owner & Technician  
3748 North Causeway Boulevard  
Suite 301  
Metairie, Louisiana 70002  
(504) 377-1588  
admin@pestprosinc.om

Written notices delivered personally, electronically or by certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

6. **Insurance:** Contractor shall maintain insurance coverage in conformity with the attached insurance requirements, if applicable.
7. **Permits and Licensing:** Contractor shall obtain any and all permits and/or licensing for

the work to be performed when required by the City of Kenner Code of Ordinances and/or by Louisiana law. When applicable, Contractor shall be responsible for the payment of these permits and licenses, and all permits and licenses must be obtained prior to the execution of this Agreement.

8. **Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.
9. **Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
10. **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future, any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor of obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.
11. **Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

12. **Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.
13. **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.
14. **Taxes:** Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.
15. **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.
16. **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.
17. **Entire Agreement:** This Agreement represents the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.
18. **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents,

servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

19. **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
20. **Code of Ethics:** Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
21. **Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.
22. **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to

jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.

23. **Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.
24. **Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the Agreement based solely on the entity's or association's status as a firearm entity or firearm trade association.

\*\*\*Applicable to all agreements in the amount of \$100,000.00 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this section.

25. **Federal Clauses:** Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable agreements:
- A) Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
  - B) Contractor shall comply with the Copeland "Anti-Kickback" Act of (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
  - C) Contractor shall comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
  - D) Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.

- E) Contractor shall comply with all notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.
- F) Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- G) Contractor shall provide access by the State of Louisiana, Kenner, United States of America, FEMA, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination or excerpts, and transcriptions.
- H) Contractor shall retain all required records for a period of at least three years after the State of Louisiana or Kenner has made final payments and all other pending matters are closed.
- I) Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency Regulations (40 CFR Part 15).
- J) Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 93-163, 89 STAT 871).
- K) Contractor certifies that Contractor will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any federal award (Byrd Anti-Lobbying Amendment).
- L) Contractor declares that Contractor, its principles or affiliates (subContractors), are not currently disqualified as a result of debarment or suspension.

This Agreement is agreed to by the parties on the dates indicated below.

**PEST CONTROL SERVICES**  
**ESSENTIAL LOCATIONS (MONTHLY)**

Exhibit A

<u>BUILDING</u>	<u>LOCATION</u>	<u>MONTHLY CHARGE</u>
City Hall Building C City Attorney, Personnel, Civil Service, IT, Justice of the Peace, Credit Union	1801 Williams Boulevard 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> floors	\$ <u>47.00</u>
City Hall, Building D Mayor's Offices, Emergency Operations Center, Finance, General Services	1610 Rev. Richard Wilson Dr. 1 <sup>st</sup> and 2 <sup>nd</sup> floors	\$ <u>37.00</u>
<b>BARBRE GYM</b>	1610 Reverend Richard Wilson	\$ <u>30.00</u>
<b>CODE ENFORCEMENT</b>		
Code Enforcement Offices	1926 18 <sup>th</sup> Street	\$ <u>30.00</u>
<b>COMMUNITY DEVELOPMENT</b>		
Community Development Office	641 Williams Boulevard	\$ <u>23.00</u>
Hispanic Center	4312 Florida	\$ <u>23.00</u>
Martin Luther King Center	1042 31 <sup>st</sup> Street	\$ <u>23.00</u>
Council on Aging	641 Compromise	\$ <u>23.00</u>
<b>CITIZEN SERVICES</b>		
Food Bank	316 Oxley	\$ <u>25.00</u>
<b>COUNCIL OFFICE</b>		
Fassbender	2508 20 <sup>th</sup> Street	\$ <u>27.00</u>
<b>FIRE DEPARTMENT</b>		
Fire Headquarters	2226 Williams Boulevard	\$ <u>30.00</u>
Fire Station #35	1801 Williams Boulevard	\$ <u>30.00</u>
Fire Station #36	2000 Rev. Richard Wilson Dr.	\$ <u>30.00</u>
Fire Station #37	1919 40 <sup>th</sup> Street	\$ <u>30.00</u>
Fire Station #38 (Trailers)	325 Duke Street	\$ <u>30.00</u>
Fire Station #39	400 Vintage	\$ <u>30.00</u>
Fire Station #379	3343 Williams Blvd	\$ <u>30.00</u>
<b>POLICE DEPARTMENT</b>		
KPD Headquarters & Jail	500 Veterans Highway	\$ <u>125.00</u>
Police Training Center	1939 Reverend Richard Wilson	\$ <u>30.00</u>
<b>RIVERTOWN</b>		

Kenner Old/Little Theater	401 Minor Street	\$ <u>25.00</u>
Voter Registration	408 Minor Street	\$ <u>20.00</u>
Observatory/Planetarium	2020 4 <sup>th</sup> Street	\$ <u>25.00</u>
Science Center	409 Williams Boulevard	\$ <u>25.00</u>
Exhibition Hall	415 Williams Boulevard	\$ <u>25.00</u>
Space Station	409 Williams Boulevard	\$ <u>25.00</u>
Department of Motor Vehicles	421 Williams Boulevard	\$ <u>25.00</u>
Justice of the Peace	1903 Short Street	\$ <u>25.00</u>
Heritage Hall	303 Williams Boulevard	\$ <u>35.00</u>
Rivertown Repertory Theater	325 Minor Street	\$ <u>30.00</u>
General Store (Council Clerk)	315 Williams Boulevard	\$ <u>25.00</u>
Tin Roof Boutique	402 Williams Boulevard	\$ <u>30.00</u>
<b>FLEET MANAGEMENT</b>		
Fleet Management Offices	1803 23 <sup>rd</sup> Street	\$ <u>25.00</u>
<b>FIELD SERVICES</b>		
Field Services Office-Trailers	1803 23 <sup>rd</sup> Street	\$ <u>20.00</u>
<b>GENERAL SERVICES</b>		
City Park Pavilion	3800 Loyola Drive	\$ <u>20.00</u>
<b>RECREATION DEPARTMENT</b>		
Old Recreation Offices	1905 24 <sup>th</sup> Street	\$ <u>27.00</u>
Butch Duhe Concession	1710 10 <sup>th</sup> Street	\$ <u>27.00</u>
Muss Bertolino Concessions (2)	620 W. Esplanade Avenue	\$ <u>27.00</u>
Lincoln Concession & Gym	3100 Tifton Street	\$ <u>27.00</u>
Wentwood Concession	100 W. Loyola Avenue	\$ <u>27.00</u>
Woodlake Concession	131 W. Esplanade Avenue	\$ <u>27.00</u>
Susan Park Concession	502 Veterans Boulevard	\$ <u>40.00</u>
<b>WASTEWATER OPERATIONS</b>		
Operations Building	#1 West 30 <sup>th</sup> Street	\$ <u>20.00</u>
<b>TOTAL MONTHLY</b>		\$ <u>1,255.00</u>
<b>TOTAL MONTHLY ANNUAL</b>		\$ <u>15,060.00</u>

**NON-ESSENTIAL LOCATIONS (QUARTERLY)**

BUILDING	LOCATION	QUARTERLY CHARGE
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<b>GENERAL SERVICES</b>		
Traffic Department	1905 24 <sup>th</sup> Street	\$ <u>60.00</u>
Electrical Shop	1905 24 <sup>th</sup> Street	\$ <u>60.00</u>
Welding Shop	1905 24 <sup>th</sup> Street	\$ <u>60.00</u>
Carpenter's Workshop	1803 23 <sup>rd</sup> Street	\$ <u>60.00</u>
<b>RECREATION</b>		
Galatas Gym/Office	41 Nassau	\$ <u>60.00</u>
Butch Duhe Gym	1710 10 <sup>th</sup> Street	\$ <u>60.00</u>
Woodward Gym	2001 34 <sup>th</sup> Street	\$ <u>60.00</u>
Buddy Lawson Gym	1824 Short Street	\$ <u>60.00</u>
Muss Bertolino Gym & Team Room	620 W. Esplanade	\$ <u>60.00</u>
Lincoln Gym	3100 Helena Street	\$ <u>60.00</u>
Woodlake Gym	131 W. Esplanade	\$ <u>60.00</u>
Wentwood Gym	100 W. Loyola	\$ <u>60.00</u>
Susan Park Gym	502 Veterans Boulevard	\$ <u>90.00</u>
<b>TOTAL QUARTERLY</b>		\$ <u>810.00</u>
<b>TOTAL QUARTERLY ANNUALY</b>		\$ <u>3,240.00</u>

<b>TOTAL ANNUAL SERVICE</b>		\$ <u>18,300.00</u>
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The Pest Pro's  
COMPANY NAME

Bm Whit  
AUTHORIZED SIGNATURE

3748 N Causeway Blvd, Ste 301  
ADDRESS

Owner + Technician  
TITLE

Metairie, LA 70002  
CITY, STATE ZIP

12/9/2025  
DATE

(504) 377-1588  
TELEPHONE NUMBER

admin@pestprosinc.com  
E-MAIL ADDRESS

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE ENGINEERING AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING, INC. DATED MAY 13, 2019 REGARDING PROFESSIONAL SERVICES ASSOCIATED WITH DESIGN AND CONSTRUCTION OF A NEW FIRE STATION NO. 38, TO INCREASE THE NOT TO EXCEED AGREEMENT AMOUNT BY \$98,000.00

WHEREAS, in accordance with Ordinance 11,519, adopted February 22, 2019, City of Kenner entered into an engineering agreement with Digital Engineering & Imaging, Inc. on May 13, 2019, to provide professional services associated with design, construction and management services regarding a new Fire Station No. 38 for a not to exceed amount of \$584,625.00; and,

WHEREAS, in accordance with Resolution B-17143, adopted March 11, 2021, the City of Kenner and Digital Engineering & Imaging, Inc. entered into Amendment No. 1, on April 24, 2021, increasing the Agreement amount by \$69,598.00, for a total not to exceed amount of \$654,223.00 and extending the term to May 12, 2024; and,

WHEREAS, on January 22, 2024, the City of Kenner and Digital Engineering & Imaging, Inc. entered into Amendment 2, extended the term of the Agreement to May 12, 2026; and,

WHEREAS, in accordance with Ordinance 12,639, adopted August 23, 2024, the City of Kenner and Digital Engineering & Imaging, Inc. entered into Amendment No. 3, increasing the Agreement amount by \$35,555.60, for a total not to exceed amount of \$689,778.60 and extending the term of the Agreement to May 12, 2027; and,

WHEREAS, additional funds are necessary to continue with the required resident inspection services; and,

WHEREAS, the City of Kenner and Digital Engineering & Imaging, Inc. mutually agree to increase the Agreement amount by \$98,000.00, for a total not to exceed amount of \$787,778.60; and,

WHEREAS, funding is available in account no. 3742500-5419-1535.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That Amendment No. 4 to the agreement with Digital Engineering & Imaging, Inc. dated May 13, 2019 regarding professional services associated with design and construction of a new Fire Station No. 38 to increase the not to exceed amount by \$98,000.00, for a total not to exceed amount of \$787,778.60, is approved.

SECTION TWO: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_ day \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Terence N. Morris, Fire Chief

On motion of Councilmember Dunn, seconded by Councilmember McKinney, the following ordinance was introduced:

SUMMARY NO. 13,634

ORDINANCE NO. 12,639

AN ORDINANCE APPROVING AMENDMENT NO. 3 TO THE ENGINEERING AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING, INC. DATED MAY 13, 2019 REGARDING PROFESSIONAL SERVICES ASSOCIATED WITH DESIGN AND CONSTRUCTION OF A NEW FIRE STATION NO. 38, TO INCREASE THE AGREEMENT AMOUNT BY \$35,555.60 AND EXTEND THE TERMS OF THE AGREEMENT BY ONE (1) YEAR FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, in accordance with Ordinance No. 11,519, adopted February 22, 2019, City of Kenner entered into an engineering agreement with Digital Engineering & Imaging, Inc. to provide professional services associated with design, construction and management services regarding a new Fire Station No. 38 for a not to exceed amount of \$584,625.00; and,

WHEREAS, Resolution No. B-17143 adopted March 11, 2021 approved Amendment No. 1 to the Agreement, which increased the Agreement amount by \$69,598.00, increasing the not to exceed amount of the Agreement from \$584,625.00 to \$654,223.00. It also extended the terms of the Agreement by three (3) years to May 12, 2024; and,

WHEREAS, Amendment No. 2 executed on January 19, 2024 extended the terms of the Agreement by two (2) years to May 12, 2026; and,

WHEREAS, a fee increase amount of \$35,555.60 under the terms of this Amendment No. 3 is necessary to address the need to modify plans/specifications to conform to revised/updated Code regulations relating to fire, electrical, mechanical, Entergy, life safety, etc... (\$28,555.60), and an additional fee of \$7,000.00 for CMAR Negotiation; and,

WHEREAS, Kenner and Firm mutually agree to extend the terms of the Agreement by one (1) year to May 12, 2027; and,

WHEREAS, funding is available in Account No. 3742500-5419-1535:

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That Amendment No. 3 to the Agreement with Digital Engineering and Imaging, Inc. dated May 13, 2019 for professional services regarding a new Fire Station No. 38 that increases the not to exceed Agreement amount by \$35,555.60 to a new not to exceed amount of \$689,778.60 and extends the terms of the Agreement by one (1) year to May 12, 2027 is approved.


SECTION TWO: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: McKinney, Willmott, Dunn, Scharwath, LaHatte, Branigan, Brennan  
NAYS: 0  
ABSENT: 0  
ABSTAINED: 0

This ordinance was declared adopted on this, the 23<sup>rd</sup> day August, 2024.

  
CLERK OF THE COUNCIL

  
PRESIDENT OF THE COUNCIL

  
MAYOR

Submitted by: Jose Gonzalez, Chief Administrative Officer

AMENDMENT NO. 3 TO THE AGREEMENT

This Amendment No. 3 to the Agreement ("Amendment") between City of Kenner ("Kenner"), a local governmental subdivision of the State of Louisiana, and Digital Engineering and Imaging, INC. ("Firm"), a firm licensed in the State of Louisiana:

WHEREAS, on May 13, 2019, Kenner and Firm entered into a Professional Services Agreement for Firm to provide professional services associated with Design, Construction and Management Services associated with a new Fire Station (Fire Station No. 38) for a not to exceed amount of \$584,625.00; and,

WHEREAS, on April 24, 2021, Kenner and Firm entered into Amendment No. 1 to increase the fee for professional services by an amount of \$69,598.00; increasing the not to exceed Agreement amount from \$584,625.00 to \$654,223.00. Such increase is reflected on Basic Services Item "Design Development Phase" (increase of \$49,578.00 from \$69,817.50 to \$119,395.50) "CMAR Negotiation" (increase of \$5,000.00 from \$10,000.00 to \$15,000.00) and a new item of work relating to the Surcharging of the site in an amount of \$15,000.00. This extra work was attributed to an increase in size of the Fire Station and the Surcharging of the site. This Amendment also extended the terms of the Agreement by three (3) years to May 12, 2024; and,

WHEREAS, on January 22, 2024, Kenner and Firm entered into Amendment No. 2 which extended the terms of the Agreement by two (2) years to May 12, 2026; and,

WHEREAS, Kenner and the Firm mutually desire to increase the not to exceed amount of the Agreement (\$654,223.00) by \$35,555.60 to a new not to exceed amount of \$689,778.60 to address the need to modify plans/specifications to conform to revised/updated Code regulations relating to fire, electrical, mechanical, Entergy, life safety, etc... (\$28,555.60), and an additional fee of \$7,000.00 for CMAR Negotiation; and,

WHEREAS, Kenner and Firm mutually agree to extend the terms of the Agreement by one (1) year to May 12, 2027; and,

NOW, THEREFORE, Kenner and Firm mutually agree that the Agreement shall be amended as follows:

SECTION ONE: The Agreement is hereby amended to reflect an increase in the not to exceed fee from \$654,223.00 to \$689,778.60. An increase in cost of \$35,555.60:

SECTION TWO: That Article 11, Section 11.1 of the Agreement entitled Compensation is amended to read as follows:

ARTICLE 11 COMPENSATION  
11.1 For the Consultant's Basic and Additional Services described under Article 3 and Article 4, the Owner shall compensate the Consultant as follows:

<b>Basic Services</b>	
Design Development Phase: .....	\$ 119,415.50
Construction Documents Phase: .....	\$ 93,090.00
Construction Phase: .....	\$ 69,817.50
Warranty Phase: .....	\$ 5,000.00
<b>Total – Basic Services: .....</b>	<b>\$287,323.00</b>

<b>Additional (Supplemental) Services:</b>	
Programmatic Development (Hourly NTE):...	\$36,000.00 (Work completed prior to execution of contract)
CMAR Negotiation (Hourly NTE): .....	\$22,000.00
Traffic Engineering (Lump Sum): .....	\$14,400.00
Landscape Architect (Lump Sum): .....	\$ 8,500.00
Survey (Lump Sum): .....	\$11,500.00
Geotechnical Engineering (Lump Sum): .....	\$ 9,500.00
Materials Testing (Not to Exceed): .....	\$ 65,000.00
Sub-Consultant Coordination (Not to Exceed):	\$32,000.00
Resident Inspection (Not to Exceed): .....	\$135,000.00
Environmental Site Assessment (Not to Exceed):	\$15,000.00
FFE Design (Not to Exceed): .....	\$10,000.00
Site Surcharge Related Work: .....	\$15,000.00
<u>Plans/Specifications Modifications for New Code Regulations:</u>	<u>\$28,555.60</u>
<b>Total Additional (Supplemental) Services:</b>	<b>\$402,455.60</b>

The maximum cumulative fee that can be charged for all work on this contract is \$689,778.60

**SECTION THREE:** Kenner and Firm mutually agree to extend the terms of the Agreement to May 12, 2027.

**SECTION FOUR:** That except as delineated above, the original Agreement dated May 13, 2019, revised by Amendment No. 1 dated April 24, 2021 and Amendment No. 2 dated January 22, 2024 shall remain in full force and effect.

**SECTION FIVE:** Kenner and Firm also agree on the following:

Amendment No. 3 may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute Amendment No. 3.

The recitals stated above are incorporated and expressly made part of this Amendment.

**INTENDING TO BE LEGALLY BOUND,** the parties have signed this Amendment 3 to the Agreement on the dates indicated below.

### Record of Signing

For **City of Kenner**  
Name **Michael J. Glaser**  
Title

Min Qa

Signed on 2024-09-03 11:34:49 GMT

[illegible]

For	Digital Engineering and Imaging, Inc.
Name	Robert J Delaune Jr
Title	Vice President

Robert J Delaune Jr

Signed on 2024-08-29 22:02:05 GMT

Donnerstag, 10. April 2014  
17:00 Uhr  
Einmal wöchentlich



Signed with [www.concordnow.com](http://www.concordnow.com)

**AMENDMENT NO. 2 TO THE AGREEMENT**

This Amendment No. 2 to the Agreement ("Amendment") between City of Kenner ("Kenner"), a local governmental subdivision of the State of Louisiana, and Digital Engineering & Imaging, Inc. ("Firm"), a firm licensed in the State of Louisiana:

**WHEREAS**, on May 13, 2019, Kenner and Firm entered into an Agreement ("Agreement") for professional services associated with Fire Station 38 for a not to exceed amount of \$584,625.00; and,

**WHEREAS**, on April 24, 2021, Kenner and Firm entered into Amendment No. 1 that increased the not to exceed amount by \$69,598.00 to a new total of \$654,223.00 for additional design and mechanical, electrical and plumbing (MEP) fees and extended the term of the Agreement by three (3) years to May 12, 2024; and,

**WHEREAS**, Kenner and Firm wish to extend the term of the Agreement by two (2) years to May 12, 2026.

**NOW, THEREFORE**, Kenner and Firm agree as follows:

SECTION ONE: That the provision added to Article 9 (Termination or Suspension) in Amendment No. 1 of the Agreement is amended to read as follows:

This Agreement shall automatically terminate upon satisfactory completion of all services and obligations described or on May 12, 2026, whichever event occurs first.

SECTION TWO: That except as delineated above, the original Agreement dated May 13, 2019 and revised by Amendment No. 1 dated April 24, 2021 shall remain in full force and effect.

SECTION THREE: That Kenner and Firm also agree to the following:

- Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute Amendment.
- The recitals stated above are incorporated and expressly made part of this Amendment.

The parties have signed this Amendment to the Agreement on the dates indicated below.

Record of Signing

For City of Kenner  
Name Michael J. Glaser  
Title

*Michael J. Glaser*

Signed on 2024-01-19 20:01:43 GMT

Signature of Michael J. Glaser  
Digitally signed by Michael J. Glaser  
DN: cn=Michael J. Glaser, o=City of Kenner  
c=US

For Digital Engineering and Imaging, Inc.  
Name Robert J Delaune Jr  
Title Vice President

*Robert J Delaune Jr*

Signed on 2024-01-22 17:08:48 GMT

Signature of Robert J Delaune Jr  
Digitally signed by Robert J Delaune Jr  
DN: cn=Robert J Delaune Jr, o=Digital Engineering and Imaging, Inc.  
c=US



On motion of Councilmember Brennan, seconded by Councilmember Willmott, the following resolution was offered:

RESOLUTION NO. B-17143

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH DIGITAL ENGINEERING & IMAGING, INC. DATED MAY 13, 2019 REGARDING FIRE STATION #38 TO INCREASE THE AGREEMENT AMOUNT BY \$69,598.00 AND EXTEND THE TERM OF THE AGREEMENT BY THREE (3) YEARS FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, in accordance with Ordinance No. 11,519, adopted February 22, 2019, City of Kenner entered into an engineering agreement with Digital Engineering & Imaging, Inc. to provide professional services associated with Fire Station #38; and,

WHEREAS, Amendment No. 1 is needed due to changes to the original project scope and additional services; and,

WHEREAS, Amendment No. 1 increases the agreement amount by \$69,598.00; and,

WHEREAS, Amendment No. 1 extends the agreement time by three (3) years; and,

WHEREAS, funding is available in Account No. 3742500-5419-1535.

THE COUNCIL FOR THE CITY OF KENNER HEREBY RESOLVES:

SECTION ONE: That Amendment No. 1 to the engineering agreement with Digital Engineering and Imaging, Inc. dated May 13, 2019 regarding Fire Station #38, which increases the agreement amount by \$69,598.00 and extends the term of the agreement by three (3) years is hereby approved.

SECTION TWO: That any amendments or change orders for this contract may be approved by resolution.

SECTION THREE: That the Mayor of the City of Kenner is authorized to execute any and all documents as may be necessary to fulfill the intent of this resolution.

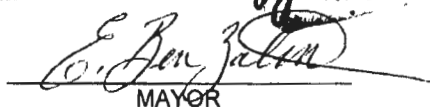
This resolution having been submitted to a vote, the vote thereon being as follows:

YEAS: McKinney, Willmott, Carroll, Sigur, Hayes, Branigan, Brennan  
NAYS: 0  
ABSENT: 0  
ABSTAINED: 0

This resolution was declared adopted on this the 11<sup>th</sup> day of March, 2021.

  
CLERK OF THE COUNCIL

  
PRESIDENT OF THE COUNCIL

  
MAYOR

Submitted by: Thomas M. Schreiner, DCAO Public Works

## **AMENDMENT NO. 1 TO ENGINEERING AGREEMENT**

**BE IT KNOWN AND REMEMBERED THAT** this Amendment No. 1 to Engineering Agreement ("Amendment 1") between City of Kenner ("Kenner"), a local governmental subdivision of the State of Louisiana, and Digital Engineering & Imaging, Inc. ("Firm"), a firm licensed in the State of Louisiana:

**WHEREAS**, on May 13, 2019, Kenner and Firm entered into an Engineering Agreement for professional services related to Fire Station #38 ("Agreement"); and,

**WHEREAS**, Amendment No. 1 increases the Agreement amount by \$69,598.00; and,

**WHEREAS**, Amendment No. 1 extends the Agreement term by three (3) years; and,

**WHEREAS**, other than the changes made in this Amendment No. 1, the terms/conditions of the original Agreement dated May 13, 2019 shall remain in full force and effect.

**NOW, THEREFORE**, Kenner and Firm mutually agree that the Agreement shall be amended as follows:

**SECTION 1:** That § 11.1 of Article 11 entitled "Compensation" is amended to read as follows:

The maximum cumulative fee that can be changed for all work on this contract is \$654,223.00.

**SECTION 2:** That Article 9 entitled "Termination or Suspension" is amended to add:

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or until May 12, 2024, whichever event occurs first.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have signed this Amendment No. 1 to Agreement on the dates indicated below.

Signatures

For: Digital Engineering & Imaging, Inc.  
Name: Thomas P. Hickey, P.E.  
Title: President

Thomas P Hickey

Signed on 2021-04-14 18:44:59 GMT

Secured by Concord®  
DocumentID: 64-UEjdiaMlgld  
SignatureID: 64DdV2YykbWtBY1  
Signing date: 4/14/2021  
IP Address: 77.200.41.124  
Email: thhickey@dei-inc.com

For: City of Kenner  
Name: E. Ben Zahn III  
Title: Mayor

E. Ben Zahn III

Signed on 2021-04-24 01:23:05 GMT

Secured by Concord®  
DocumentID: 64-UEjdiaMlgld  
SignatureID: 0C5h01k48p58u  
Signing date: 4/24/2021  
IP Address: 98.176.195.1  
Email: eozahn@kenner.la.gov

concord

Signed on 2021-04-24 01:23:05 GMT

On motion of Councilmember Carroll, seconded by Councilmember Brennan, the following ordinance was introduced:

SUMMARY NO. 12,483      ORDINANCE NO. 11,519

AN ORDINANCE APPROVING AN AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING, INC. TO PROVIDE ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF FIRE STATION 38 IN AN AMOUNT NOT TO EXCEED \$584,625.00 FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, Digital Engineering and Imaging, Inc. has been selected to provide engineering services associated with the construction of Fire Station 38; and,

WHEREAS, a fee not to exceed \$584,625.00 has been negotiated for the engineering services; and,

WHEREAS, funding is available in Account No. 3742500-5419-1535.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That an agreement with Digital Engineering and Imaging, Inc. for engineering services associated with the construction of Fire Station 38 in an amount not to exceed \$584,625.00 is hereby approved.

SECTION TWO: That any amendments or change orders to this contract may be approved by resolution.

SECTION THREE: That the Mayor of the City of Kenner is authorized to execute any and all documents as may be necessary to fulfill the intent of this ordinance.

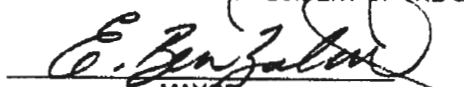
This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:      McKinney, Willmott, Carroll, Sigur, Hayes, Branigan, Brennan  
NAYS:      0  
ABSENT:    0  
ABSTAINED: 0

This ordinance was declared adopted on this, the 22<sup>nd</sup> day of February, 2019.

  
CLERK OF THE COUNCIL

  
PRESIDENT OF THE COUNCIL

  
MAYOR

**AGREEMENT** made as of the date of execution.

**BETWEEN** the Consultant's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Kenner  
c/o: E. Ben Zahn III  
Mayor, City of Kenner  
1801 Williams Boulevard Building B, Suite 200  
Kenner, LA 70062

and the Consultant:  
*(Name, legal status, address and other information)*

Digital Engineering & Imaging, Inc.  
c/o: Thomas P. Hickey, P.E.  
527 W. Esplanade Avenue, Ste. 200  
Kenner, LA 70065  
Telephone Number: (504) 468-6129  
Fax Number: (504) 461-5150

for the following Project:  
*(Name, location and detailed description)*

New Fire Station #38  
City of Kenner

The Construction Manager (if known):  
*(Name, legal status, address and other information)*

The Owner and Consultant agree as follows.

#### **TABLE OF ARTICLES**

- 1 INITIAL INFORMATION**
- 2 CONSULTANT'S RESPONSIBILITIES**
- 3 SCOPE OF CONSULTANT'S BASIC SERVICES**
- 4 ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 COST OF THE WORK**
- 7 COPYRIGHTS AND LICENSES**
- 8 CLAIMS AND DISPUTES**

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

Not Applicable

§ 1.1.1 The Owner's program for the Project:  
(Identify documentation or state the manner in which the program will be developed.)

Owner's Preliminary Program is attached as Exhibit B

§ 1.1.2 The Project's physical characteristics:  
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Construction of an approximately 8350 s.f. one story fire station to be located between Duke Drive and Clemson Drive immediately west of Loyola Drive

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

Owner's Preliminary budget for construction is \$3.3 million

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Commencement of Design Phase:	TBD
30% Design Submittal:	90 days after NTP
60% Design Submittal:	150 days after NTP
90% Design Submittal:	180 days after NTP
Final Design Submittal	210 days after NTP

.2 Commencement of construction:

240 days after Design NTP

.3 Substantial Completion date or milestone dates:

300 days after Construction NTP

.4 Other:

Final Completion/Occupancy: 30 days after Substantial Completion

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

- [ ] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

Construction work package(s) negotiated in advance of Owner's acceptance of Guaranteed Maximum Price may be considered by Owner. Number, scope and schedule indeterminate.

**§ 1.1.7** Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)*

Values for this Project are:

1. Properly accommodate the current functions of the involved entities.
2. Provide an appropriately designed and equipped public facility.
3. Deliver the Project within approved scope, schedule and budget.
4. Provide employment opportunity for local firms, including disadvantaged business enterprises, woman-owned business enterprises, and small entrepreneurship, where appropriate and possible.
5. Provide quality design available within the approved budget for the day-to-day benefit of the building's occupants, with the intent to maximize value for funds expended, and the goal of minimizing future maintenance costs.
6. Provide an appropriate level of sustainability with respect to design, building materials/systems, and the long-term operation of the building.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.5:

*(List name, address and other information.)*

City of Kenner  
Mr. Thomas Schreiner, P.E.  
Deputy Chief Administrative Officer of Public Works Department  
1610 Rev. Richard Wilson Drive  
Kenner, LA 70062

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Consultant's submittals to the Owner are as follows:

*(List name, address and other information.)*

TBD

**§ 1.1.10** The Owner will retain the following consultants:

*(List name, legal status, address and other information.)*

**.1 Construction Manager:**

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Consultant is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.)*

Owner anticipates soliciting for Construction Manager prior to the completion of the 30% Design submittal

**.2 Cost Consultant (if in addition to the Construction Manager):**

*(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)*

Owner does not anticipate retaining a Cost Consultant

**.3 Land Surveyor:**

These services will be provided as a Supplemental Service under the Consultant's Contract

**.4 Geotechnical Engineer:**

These services will be provided as a Supplemental Service under the Consultant's Contract

**5 Civil Engineer:**

These services will be provided as a Basic Service under the Consultant's Contract

**.3 Other consultants:**

*(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)*

N/A

**§ 1.1.11** The Consultant identifies the following representative in accordance with Section 2.4:  
*(List name, address and other information.)*

Mr. Frank T. Liang, P.E.  
Vice President  
527 West Esplanade Avenue, Ste. 200  
Kenner, LA 70065  
Telephone Number: (504) 468-6129  
Fax Number: (504) 461-5150

Email Address: fliang@deii.net

**§ 1.1.12** The Consultant will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

Meyer Engineers Ltd.  
4937 Hearst Street, Suite 1B  
Metairie, LA 70001

Buchart-Horn, Inc.  
527 West Esplanade Avenue, Suite 302  
Kenner, LA 70065

BFM Corporation  
534 Williams Boulevard  
Kenner, LA 70062

Gulf South Engineering and Testing, Inc.  
2201 Aberdeen Street, Suite B  
Kenner Louisiana 70062

ELOS Environmental  
43177 E Pleasant Ridge Rd  
Hammond, LA 70403

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Meyer Engineers Ltd.

**.2 Mechanical Engineer:**

Buchart-Horn, Inc.

**.3 Electrical Engineer:**

Buchart-Horn, Inc.

**.4 Architect:**

Meyer Engineers Ltd.

**§ 1.1.12.2 Consultants retained under Additional Services:**

**.1 Landscape Architect:**

Meyer Engineers Ltd.

**.2 Survey:**

BFM Corporation

**.3 Geotechnical Engineer and Materials Testing:**

Gulf South Engineering and Testing, Inc.

**.4 Environmental Engineering:**

ELOS Environmental

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

Consultant's project criteria developed during the Programmatic Phase.

**§ 1.2** The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services and the Consultant's compensation.

**ARTICLE 2 CONSULTANT'S RESPONSIBILITIES**

**§ 2.1** The Consultant shall provide the professional services as set forth in this Agreement.

**§ 2.2** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances and nothing in this agreement shall expand the applicable professional standard of care of the Consultant or others hired by the Consultant. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Consultant shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Consultant shall not be responsible for actions taken by the Construction Manager.

**§ 2.4** The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.

**§ 2.5** Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

**§ 2.6 Insurance.** The Consultant shall maintain the insurance set out in the attached Exhibit C for the duration of this Agreement. If any of the requirements set forth in Exhibit C exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 11.8.3.

### **ARTICLE 3 SCOPE OF CONSULTANT'S BASIC SERVICES**

**§ 3.1** The Consultant's Basic Services consist of those described in Article 3 and include usual and customary, civil, structural, mechanical, electrical engineering and architectural services. Services not set forth in this Article 3 are Additional Services.

**§ 3.1.1** The Consultant shall manage the Design services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

**§ 3.1.2** The Consultant shall coordinate its services with those services provided by the Owner and the Construction Manager. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Construction Manager. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement (and after the selection of a Construction Manager by the Owner), the Consultant shall submit to the Owner and the Construction Manager a schedule of the Consultant's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Consultant's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, , and (4) for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.4** The Consultant shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Consultant's services. The Consultant shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Consultant's services.

**§ 3.1.5** Once the Owner, Construction Manager, and Consultant agree to the time limits established by the Project schedule, the Owner, Construction Manager, and Consultant shall not exceed them, except for reasonable cause.

**§ 3.1.6** The Consultant shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Consultant's approval.

**§ 3.1.7** The Consultant shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Consultant shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.8** The Consultant shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**3.1.9** The Consultant shall review Construction Manager's monthly invoices for Preconstruction Phase work and make written recommendation for payment to Owner, for Owner's consideration in processing the Preconstruction Phase invoices. The Construction Manager's Preconstruction Phase fee is predetermined and is payable in increments based on percentage of completion of Construction Documents by the Consultant.

**3.1.10** The Consultant shall provide to the Owner an opinion of probable construction cost when final design is not more than sixty percent (60%) complete, and again when final design is not more than ninety percent (90%) complete. The Construction Manager is required to provide same. Such estimates are in addition to any updates or regular publications of the Masters Project Budget created and maintained by Construction Manager. Consultant to coordinate with Owner and Construction Manager regarding when such estimates are produced and presented.

**3.1.11** The Consultant shall investigate the proposed site and provide reasonable and customary Site Evaluation and Civil Engineering design services as required to fulfill requirements of the approved Program, including design of site drainage.

**3.1.12** The Consultant shall provide reasonable and customary Landscape design services as required to fulfill requirements of the approved Program as an Additional Service.

**3.1.13** The Consultant shall include reasonable and customary Furniture, Furnishings and Equipment (FFE) design services as required to fulfill requirements of the approved Program. In addition to design and accommodation of new FFE items, these services are to include investigation and verification of Owner's existing FFE items at various locations in Kenner that are to be relocated into the new facility, to ensure proper accommodation of such items.

**§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Consultant shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Consultant. The Consultant and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

**§ 3.2.2** During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Consultant shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Consultant's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Consultant discovers any inconsistencies or inaccuracies in the information presented, the Consultant shall promptly notify the Owner and Construction Manager.

**§ 3.2.3** Upon authorization by the Owner, and subject to Section 4.3.1.15, the Consultant shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 3.3 Programmatic Development Phase Services (Supplemental Service)**

**§ 3.3.1** The Consultant shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Consultant's services.

**§ 3.3.2** The Consultant shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Consultant shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Consultant shall present its preliminary evaluation to the Owner and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Consultant shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Consultant shall prepare and present to the Owner, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.3.4.1** The Consultant shall provide a maximum of two (2) of alternate preliminary design(s) as required to fulfill requirements of the approved Program.

**§ 3.3.5** Based on the Owner's approval of the preliminary design, the Consultant shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.3.5.1** The Consultant shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code

requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

**§ 3.3.5.2** The Consultant shall consider with the Owner the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

**§ 3.3.6** The Consultant shall submit the Schematic Design Documents to the Owner

**§ 3.3.7** Upon receipt of the Owner's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Consultant shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Consultant shall incorporate the required revisions in the Design Development Phase.

**§ 3.3.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Consultant shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### **§ 3.4 Design Development Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Consultant shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.4.2** Prior to the conclusion of the Design Development Phase, the Consultant shall submit the Design Development Documents to the Owner and the Construction Manager. The Consultant shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.4.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Consultant shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### **§ 3.5 Construction Documents Phase Services**

**§ 3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Consultant shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Consultant acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Consultant shall review in accordance with Section 3.6.4.

**§ 3.5.2** The Consultant shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Consultant shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

**§ 3.5.4** Prior to the conclusion of the Construction Documents Phase, the Consultant shall submit the Construction Documents to the Owner and the Construction Manager. The Consultant shall meet with the Construction Manager to review the Construction Documents.

**§ 3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Consultant shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Consultant shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Consultant's services under this Agreement unless the Owner and the Consultant amend this Agreement.

**§ 3.6.1.2** Subject to Section 4.3, the Consultant's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Consultant's responsibility to provide Construction Phase Services terminates on the date the Consultant issues the final Certificate for Payment.

**§ 3.6.1.3** The Consultant shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Consultant has the authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Consultant shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or

decisions rendered in good faith. The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Consultant shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Consultant shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for general conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Consultant shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Consultant shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Consultant's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Consultant-approved submittal schedule, the Consultant shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Consultant shall review and respond to requests for information about the Contract Documents. The Consultant shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Consultant shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Consultant may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Consultant shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Consultant shall maintain records relative to changes in the Work, and shall assist Construction Manager as required in Construction Manager's effort to deliver record drawings.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Consultant's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Consultant shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Consultant shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**3.6.6.6** Consultant shall review and approve, for accuracy, proposed as-built drawings updated by Construction Manager prior to submission to Owner. Consultant shall provide Owner with supplemental as-built information in electronic format acceptable to Owner. Consultant shall coordinate with Owner and Construction Manager as required to verify Owner receives appropriate and accurate as-built information, in the sole opinion of the Owner, at end of project.

### **3.7 Warranty Phase Services**

#### **3.7.1 General**

**3.7.1.1** The Consultant shall monitor the Project during the one-year warranty period, promptly advise the Owner and Construction Manager in writing of any potential warranty claims detected or reported, investigate potential warranty claims to verify culpability and monitor Construction Manager's remedy of warranty claim items.

**3.7.1.2** If requested by Owner, the Consultant shall consult with Owner's personnel regarding the operation, adjustment and maintenance of building systems.

**3.7.1.3** At approximately eleven (11) months from the date of Substantial Completion, the Consultant shall, without additional compensation, conduct an inspection of the facility to verify no Warranty work items remain. If Warranty work items are detected or remain incomplete, Consultant shall notify Owner and Construction Manager in writing, and Consultant shall coordinate satisfactory replacement or completion of such items with the Construction Manager prior to expiration of the one-year Warranty.

**3.7.1.4** Immediately following the warranty inspection, the Consultant shall conduct a meeting with the Owner and Construction Manager to review outstanding warranty items, facility operations and facility performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Selected Services listed below are included in Basic Services or will be provided as an Additional Service as described below.

(Designate the Additional Services the Consultant shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Consultant, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Consultant, as Additional Services	
§ 4.1.2 Programming (B202™–2009)	Consultant, as Additional Services	See Section 3.3.2.1
§ 4.1.3 Multiple preliminary designs	Consultant, as Basic Services	See Section 3.3.4.1
§ 4.1.4 Measured drawings	Not Provided	
§ 4.1.5 Existing facilities surveys	Consultant, as Additional Services	
§ 4.1.6 Site evaluation and planning (B203™–2007)	Consultant, as Basic Services	See Section 3.1.12
§ 4.1.7 Building information modeling (E203™–2013)	Not Provided	
§ 4.1.8 Civil engineering	Consultant, as Basic Services	See Section 3.1.12
§ 4.1.9 Landscape design	Consultant, as Additional Services	See Section 3.1.13
§ 4.1.10 Consultantural interior design (B252™–2007)	Not Provided	
§ 4.1.11 Value analysis (B204™–2007)	Not Provided	
§ 4.1.12 Detailed cost estimating	Not Provided	
§ 4.1.13 On-site project representation (B207™–2008)	Consultant, as Additional Service	
§ 4.1.14 Conformed construction documents	Not Provided	
§ 4.1.15 As-designed record drawings	Not Provided	
§ 4.1.16 As-constructed record drawings	Consultant, as Basic Services	See Sections 3.6.5.2 and 3.6.6.6
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™–2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner's consultants	Not Provided	
§ 4.1.21 Telecommunications/data design	Not Provided	
§ 4.1.22 Security evaluation and planning (B206™–2007)	Not Provided	
§ 4.1.23 Commissioning (B211™–2007)	Not Provided	
§ 4.1.24 Extensive environmentally responsible	Not Provided	

design		
§ 4.1.25 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.26 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™–2007)	Consultant, as Additional Services	See Section 3.1.15

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Consultant's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Consultant, any Additional Services provided in accordance with this Section 4.3 shall entitle the Consultant to compensation pursuant to Section 11.3 and an appropriate adjustment in the Consultant's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Consultant shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide the following services until the Consultant receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Consultant in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Consultant;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Consultant shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the

need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Consultant, and the Owner shall have no further obligation to compensate the Consultant for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Consultant;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Consultant's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

**§ 4.3.3** The Consultant shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Consultant shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Bi-Weekly visits to the site by the Consultant over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

**§ 4.3.4** If the services covered by this Agreement have not been completed within 24 ( twenty-four ) months of the date of this Agreement, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 10 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

**§ 5.3** The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

**§ 5.4** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Consultant. The Owner and the Consultant shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

**§ 5.4.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Consultant to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion

of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.5** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

**§ 5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Consultant. Upon the Consultant's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

**§ 5.7** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.8** The Owner shall provide prompt written notice to the Consultant and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

**§ 5.9** The Owner shall contemporaneously provide the Consultant with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Consultant's consultants shall be through the Consultant.

**§ 5.10** Before executing the Contract for Construction, the Owner shall coordinate the Consultant's duties and responsibilities set forth in the Contract for Construction with the Consultant's services set forth in this Agreement. The Owner shall provide the Consultant a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

**§ 5.11** The Owner shall provide the Consultant access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Consultant access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Consultant and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Consultant, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Consultant's judgment as a design professional.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Consultant shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Consultant progresses with its Basic Services. The Consultant shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Consultant may review the Construction Manager's estimates solely for the Consultant's guidance in completion of its services, however, the Consultant shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.3.1** If the Consultant is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Consultant's cost estimates, the Consultant shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

**§ 6.3.2** Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Consultant shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Consultant in making such adjustments.

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Consultant and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.2, the Consultant, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Consultant's modification of the Construction Documents shall be the limit of the Consultant's responsibility as a Basic Service under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Consultant shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Consultant in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants.

**§ 7.3** Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Consultant and Consultant's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Consultant, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Owner, its officers, administration, or employees from and against any damages, liability, and judgments (whether arising in tort or contract) (identified as the Claim) to the extent arising out of or resulting from any negligent act or omission of Consultant, its agents, servants, employees, consultants, or sub-consultants. However, this indemnity does not apply to any Claim arising from the negligence of the Owner.

**§ 8.1.4** The Consultant and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation in any venue that is proper

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration

Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Consultant for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 9.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination are set forth in Article 7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 10.6 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project.

§ 10.8 If the Consultant or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant's Basic and Additional Services described under Article 3 and Article 4, the Owner shall compensate the Consultant as follows:

*(Insert amount of, or basis for, compensation.)*

##### Basic Services

Design Development Phase:.....	\$ 69,817.50
Construction Documents Phase:.....	\$ 93,090.00
Construction Phase:.....	\$ 69,817.50

Warranty Phase:.....\$ 5,000.00  
Total – Basic Services:.....\$237,725.00

**Additional (Supplemental) Services:**

Programmatic Development (Hourly NTE):.....\$36,000.00 (Work completed prior to execution of contract)  
CMAR Negotiation (Hourly NTE):.....\$10,000.00  
Traffic Engineering (Lump Sum):.....\$14,400.00  
Landscape Architect (Lump Sum):.....\$ 8,500.00  
Survey (Lump Sum):.....\$11,500.00  
Geotechnical Engineering (Lump Sum):.....\$ 9,500.00  
Materials Testing (Not to Exceed):.....\$ 65,000.00  
Sub-Consultant Coordination (Not to Exceed):.....\$32,000.00  
Resident Inspection (Not to Exceed):.....\$135,000.00  
Environmental Site Assessment (Not to Exceed):..\$15,000.00  
FFE Design (Not to Exceed):.....\$10,000.00  
Total Additional (Supplemental) Services: .....\$346,900.00

The maximum cumulative fee that can be charged for all work on this contract is \$584,625.00

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Consultant as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Should Owner require or desire any further Additional Services, specific written authorization defining scope, schedule and compensation for such Additional Services will be issued by Owner.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Consultant as follows:  
*(Insert amount of, or basis for, compensation.)*

Should Owner require or desire any further Additional Services, specific written authorization defining scope, schedule and compensation for such Additional Services will be issued by Owner.

**§ 11.4** Not Used.

**§ 11.5** The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Consultant may be providing its services in multiple Phases simultaneously. Therefore, the Consultant shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Consultant and the Consultant's consultants, if any, are set forth in Exhibit A. The rates shall be adjusted in accordance with the Consultant's and Consultant's consultants' normal review practices.

See Exhibit A

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and the Consultant's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;

- .3 Printing, reproductions, plots, standard form documents;
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's consultants;

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant and the Consultant's consultants plus 10 percent (10 %) of the expenses incurred.

**§ 11.10 Payments to the Consultant**

**§ 11.10.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice.

**§ 11.10.2** The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

None

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

**§ 13.2** This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Consultant, Construction Manager as Constructor Edition

This Agreement entered into as of the day and year first written above.

### Signatures

Digital Engineering & Imaging, Inc.  
Thomas P. Hickey, P.E.  
President

Thomas P Hickey

Signed on 2019-05-08 21:06:08 GMT

[illegible]

City of Kenner  
E. Ben Zahn III  
Mayor

12

Signed on 2019-05-13 17:18:48 GMT

[illegible]

SECRET

[illegible]

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE PURCHASE OF FIVE (5) 2026 DODGE DURANGO POLICE PURSUIT VEHICLES FROM KIRK AUTO GROUP IN THE AMOUNT OF \$254,985.00 FOR THE KENNER POLICE DEPARTMENT

WHEREAS, LA RS 38:2212.1(A)(2)(a) allows the purchase of used or new vehicles by local law enforcements up to \$70,000.00 per vehicle without public bid; and,

WHEREAS, Kirk Auto Group of New Orleans has agreed to sell five (5) 2026 Dodge Durango PPV vehicles, which are already in stock, to the Kenner Police Department in the amount of \$254,985.00; and,

WHEREAS, funding is available in account nos. 0012116-5950 and 7948000-5945.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That the purchase of five (5) 2026 Dodge Durango PPV vehicles from Kirk Auto Group in the amount of \$254,985.00 is approved.

SECTION TWO: That the Kenner Police Fiscal Affairs Section is authorized to issue a Purchase Order in the amount of \$254,985.00 to Kirk Auto Group.

SECTION THREE: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Keith A. Conley, Kenner Police Chief

# KIRK BROTHERS SUNSET CDJR

1463 COMMERCE DRIVE, GRENADA MS 38901

## COMMERCIAL SALES DEPARTMENT



## 2026 DODGE DURANGO PPV

3.6L V6  
AWD POWERTRAIN  
8-SPD AUTOMATIC TRANS  
MONOTONE PAINT CHOICE BLACK  
CLOTH LOW-BACK BUCKET SEATS  
Tilt/ Cruise  
U Connect Bluetooth System  
7100 GVW RATING  
DRIVER SIDE SPOTLIGHT-  
REMOTE KEYLESS ENTRY  
HEATED OUTSIDE MIRRORS  
VINYL REAR SEATS

Total Vehicle Price

\$ 40,447.00

DEALER ADDED OPTIONAL EQUIPMENT: BARLIGHT PACKAGE

\$ 10,550.00

INCLUDES FULL LED BARLIGHT REAR T/A, PROGRAMABLE FEDERAL SIGNAL SIREN WITH 2 SPEAKER SYSTEM, JOTTO DESK CONSOLE W/ CUPHOLDERS AND FACEPLATES, PRISONER CAGE BETWEEN DRIVER AND SECOND ROW, HARD PLASTIC BIO SEAT WITH CARGO BARRIER BETWEEN SECOND ROW AND CARGO AREA, HAMMERHEAD PUSH BUMPER, 2 FLASHERS IN REAR TAILLIGHTS, SURFACE MOUNT LIGHTS ON EACH SIDE OF PUSH BUMPER, DUAL HEAD GUN LOCK MOUNTED ON CAGE, HAVIS SHIELD COMPUTER MOUNT.

TOTAL VEHICLE PRICE: \$ 50,997.00

CALL OR SEE: **WES HERRING**

601-503-4534

## COMMERCIAL SALES DEPARTMENT

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH BLD SERVICES, LLC, DATED JUNE 16, 2025 FOR PREVENTATIVE MAINTENANCE OF EXISTING SANITARY AND STORM SEWERS TO INCREASE THE NOT TO EXCEED AMOUNT BY \$400,000.00 ANNUALLY, FOR A NEW NOT TO EXCEED AMOUNT OF \$1,150,000.00 ANNUALLY, FOR THE DEPARTMENT OF WASTEWATER

WHEREAS, in accordance with ordinance 12,845, adopted June 5, 2025, the City of Kenner entered into an agreement with BLD Services, LLC to provide preventative maintenance of existing sanitary and storm sewers for a not to exceed amount of \$750,000.00 annually; and,

WHEREAS, unforeseen damage occurred to the mainline on Williams Boulevard between 20<sup>th</sup> and 24<sup>th</sup> Streets that requires approximately 100 feet of line relocation and (2) sections of broken force main at 33<sup>rd</sup> and Connecticut Lift Station that required immediate repairs; and,

WHEREAS, it is necessary to increase the not to exceed amount by \$400,000.00 annually to account for these repairs; and,

WHEREAS, funding is available in account no. 5713946-5801.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That Amendment No. 1 to the agreement with BLD Services, LLC, dated June 16, 2025, for preventative maintenance of existing sanitary and storm sewers to increase the not to exceed amount by \$400,000.00 annually, for a new not to exceed amount of \$1,150,000.00 annually, is approved.

SECTION TWO: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Joanne Massony, Wastewater Director

## AMENDMENT NO. 1 TO AGREEMENT

**BE IT KNOWN AND REMEMBERED THAT** this Amendment No. 1 to Agreement ("Amendment") between **City of Kenner** ("Kenner"), a local governmental subdivision of the State of Louisiana, and **BLD Services, LLC** ("Contractor"), authorized to do business in the State of Louisiana:

**WHEREAS**, in accordance with Ordinance No. 12,845, adopted on June 5, 2025, the City of Kenner entered into an Agreement with BLD Services, LLC, dated June 16, 2025, regarding preventative maintenance of existing sanitary and storm sewers in an amount not to exceed \$750,000.00 annually; and,

**WHEREAS**, immediate repairs are needed to the damaged mainline on Williams Blvd between 20th & 24th Streets requiring approximately 100 feet of line relocation and (2) sections of broken force main at the 33rd & Connecticut Lift Station; and,

**WHEREAS**, an agreement amount increase of \$400,000.00 annually is required to accommodate these unforeseen repairs.

**NOW, THEREFORE**, Kenner and Contractor agree as follows:

**SECTION ONE:** That the Section of Agreement titled "**Agreement Amount**" shall be deleted and replaced with the following:

**Agreement Amount:** This Agreement will not exceed \$1,150,000.00 annually.

**SECTION TWO:** That except as delineated above, the original Agreement dated June 16, 2025 shall remain in full force and effect.

**SECTION THREE:** That Kenner and Contractor also agree to the following:

- Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute Amendment.
- The recitals stated above are incorporated and expressly made part of this Amendment.

**INTENDING TO BE LEGALLY BOUND**, the parties have signed this Amendment 1 to Agreement on the dates indicated below.

On motion of Councilmember Willmott, seconded by Councilmember McKinney, the following ordinance was introduced:

SUMMARY NO. 13,842      ORDINANCE NO. 12,845

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIVE BID RECEIVED FROM BLD SERVICES, LLC TO PROVIDE PREVENTATIVE MAINTENANCE OF EXISTING SANITARY AND STORM SEWERS INCLUDING SERVICE LATERALS ON AN AS NEEDED BASIS IN ACCORDANCE WITH SEALED BID 25-8889 IN AN AMOUNT NOT TO EXCEED \$750,000.00 ANNUALLY FOR THE DEPARTMENT OF WASTEWATER

WHEREAS, sealed bids were solicited, opened, and tabulated by the Finance Department on May 7, 2025 to provide preventative maintenance of existing sanitary and storm sewers including service laterals on an as needed basis for the Department of Wastewater; and,

WHEREAS, it is the recommendation of the Director of Wastewater that the lowest responsive bid received from BLD Services, LLC be accepted; and,

WHEREAS, funding is available in account no. 5713946-5801.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That the lowest responsive bid received from BLD Services, LLC to provide preventative maintenance of existing sanitary and storm sewers including service laterals on an as needed basis in accordance with sealed bid 25-8889 is accepted.

SECTION TWO: That an agreement between the City of Kenner and BLD Services, LLC in an amount not to exceed \$750,000.00 annually is authorized.

SECTION THREE: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:      McKinney, Willmott, Dunn, Scharwath, LaHatte, Branigan, Brennan  
NAYS:      0  
ABSENT:    0  
ABSTAINED: 0

This ordinance was declared and adopted on this, the 5th day of June, 2025.

  
CLERK OF THE COUNCIL

  
PRESIDENT OF THE COUNCIL

  
MAYOR

Submitted by: Joanne L. Massony, Director of Wastewater

## AGREEMENT

This Agreement is entered into between the City of Kenner, Louisiana, ("Kenner"), a local governmental subdivision of the State of Louisiana, and BLD Services, LLC, ("Contractor") authorized to do business in the State of Louisiana:

**Scope of Work:** Contractor will provide preventative maintenance of existing sanitary and storm sewers, including service laterals at various locations in Kenner in accordance with Sealed Bid No. 25-6889 and Ordinance No. 12,845, adopted on June 5, 2025. All work shall meet or exceed all local, state, federal, and manufacturer's codes and guidelines.

**Effective Date:** Upon execution, this Agreement will be effective as of July 1, 2025 and will terminate on June 30, 2027.

**Agreement Amount:** This Agreement will not exceed \$750,000.00 annually.

**Terms of Payment:** Payment will be made only upon completion and acceptance by Kenner. Contractor shall invoice Kenner upon such completion and acceptance by e-mail to [purchasing@kenner.la.us](mailto:purchasing@kenner.la.us). Invoices must be submitted within forty (40) days of services/materials billed for. Invoices submitted after this period are subject to non-payment by Kenner.

**Notices:** Any communications shall be in writing and delivered personally, electronically or by certified mail as follows:

Notices should be sent to Kenner at the following address:

Department of Wastewater  
c/o Director  
1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062  
[jmassony@kenner.la.us](mailto:jmassony@kenner.la.us)

Notices should be sent to Contractor at the address provided on the Bid Form.

Written notices delivered personally, electronically or by certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

**Insurance:** Contractor shall maintain insurance coverage in conformity with the Insurance Specifications provided for in bid 25-6889 and attached, if applicable. Contractor shall provide a certificate of insurance evidencing such coverage prior to the execution of this Agreement.

**Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may,

at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.

**Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.

**Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future, any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor of obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.

**Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.

**Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.

**Taxes:** Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.

**Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the

Contractor arising from performance of services under this Agreement. Contractor expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.

**Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.

**Entire Agreement:** This Agreement represents the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.

**Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.

**Code of Ethics:** Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of

Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

**Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.

**Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.

**Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

\*\*\*Applicable to all contracts in the amount of \$100,000 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this Section.

**Federal Clauses:** Contractor agrees to the terms and provisions provided for in "Appendix A" (only applicable to all federally funded and reimbursable agreements).

By submitting a bid, Contractor acknowledges and agrees to all terms and conditions provided for in this document. If a contract is needed for this bid, signature blocks will be added to the Agreement when executed electronically.

### Record of Signing

For **City of Kenner**  
Name **Michael J. Glaser**  
Title

Winkler

Signed on 2025-06-16 17:28:10 GMT

Secured by Cloudmark  
 DocumentID: 00000000000000000000000000000000  
 Document: 00000000000000000000000000000000  
 Company: 00000000000000000000000000000000  
 IP Address: 000.000.000.000  
 Email: 00000000000000000000000000000000

For: **BLD Services, LLC**  
Name: **Danny M. Albert**  
Title: **Estimator / Project Manager**

Danny M. Albert

Signed on 2025-06-13 21:06:12 GMT

Generated by CompuLink  
DocumentID: 0302010103 FileSize: 30.1 Kbytes  
SavePath: 0302010303 YC-0000-01010101  
SaveDate: 2003/02/25  
IP Address: 64.95.117.56  
Email: sbsbsr@piddle.net

Signed with <https://www.concord.app/>

On motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the following ordinance was introduced:

SUMMARY NO. \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH DXP ENTERPRISES, INC. D/B/A/ DELTA PROCESS, DATED OCTOBER 21, 2025, TO PROVIDE GORMAN RUPP PUMP AND ACCESSORIES ON AN AS NEEDED BASIS, TO INCREASE THE AGREEMENT AMOUNT BY \$200,000.00 FOR A NEW NOT TO EXCEED AMOUNT OF \$400,000.00 FOR THE DEPARTMENT OF WASTEWATER

WHEREAS, in accordance with ordinance 12,948, adopted October 2, 2025, the City of Kenner entered into an agreement with DXP Enterprises, Inc. D/B/A Delta Process on October 21, 2025, to provide Gorman Rupp pump and accessories on an as needed basis in an amount not to exceed \$200,000.00; and,

WHEREAS, it is necessary to increase the agreement amount by \$200,000.00; and,

WHEREAS, funding is available in account no. 5713946-5860.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That amendment no. 1 to the agreement with DXP Enterprises, Inc. D/B/A Delta Process, dated October 21, 2025, to provide Gorman Rupp pump and accessories on an as needed basis to increase the agreement amount by \$200,000.00, for a new not to exceed amount of \$400,000.00, is approved.

SECTION TWO: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

This ordinance was declared adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR

Submitted by: Joanne Massony, Wastewater Director

## **AMENDMENT NO. 1 TO AGREEMENT**

**BE IT KNOWN AND REMEMBERED THAT** this Amendment No. 1 to Agreement ("Amendment") between **City of Kenner** ("Kenner"), a local governmental subdivision of the State of Louisiana, and **DXP Enterprises, Inc. D/B/A/ Delta Process** ("Contractor"), authorized to do business in the State of Louisiana:

**WHEREAS**, in accordance with Ordinance No. 12,948, adopted on October 2, 2025, the City of Kenner entered into an Agreement with DXP Enterprises, Inc. D/B/A/ Delta Process, dated October 21, 2025, to provide Gorman Rupp pump and accessories on an as needed basis in an amount not to exceed \$200,000.00; and,

**WHEREAS**, Kenner and Contractor mutually desire to increase the agreement amount by \$200,000.00 for a new not to exceed amount of \$400,000.00; and,

**NOW, THEREFORE**, Kenner and Contractor agree as follows:

**SECTION ONE:** That the Section of Agreement titled "**Agreement Amount**" shall be deleted and replaced with the following:

**Agreement Amount:** This Agreement will not exceed \$400,000.00.

**SECTION TWO:** That except as delineated above, the original Agreement dated October 21, 2025 shall remain in full force and effect.

**SECTION THREE:** That Kenner and Contractor also agree to the following:

- Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute Amendment.
- The recitals stated above are incorporated and expressly made part of this Amendment.

**INTENDING TO BE LEGALLY BOUND**, the parties have signed this Amendment 1 to Agreement on the dates indicated below.

On motion of Councilmember LaHatte, seconded by Councilmember Willmott, the following ordinance was introduced:

SUMMARY NO. 13,945

ORDINANCE NO. 12,948

AN ORDINANCE APPROVING AN AGREEMENT WITH DXP ENTERPRISES, INC. D/B/A DELTA PROCESS EQUIPMENT TO PROVIDE GORMAN-RUPP PUMPS AND ACCESSORIES ON AN AS NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$200,000.00 FOR THE WASTEWATER DEPARTMENT

WHEREAS, the Wastewater Department received a quote from DXP Enterprises, Inc. d/b/a Delta Process Equipment, a sole source provider, to provide Gorman-Rupp pumps and accessories on an as needed basis; and,

WHEREAS, it is the recommendation of the Director of Wastewater that an agreement with DXP Enterprises, Inc. d/b/a Delta Process Equipment be entered into for these services; and,

WHEREAS, funding is available in account no. 5713946-5860.

THE COUNCIL FOR THE CITY OF KENNER HEREBY ORDAINS:

SECTION ONE: That an agreement with DXP Enterprises, Inc. d/b/a Delta Process Equipment to provide Gorman-Rupp pumps on an as needed basis in an amount not to exceed \$200,000.00 is approved.

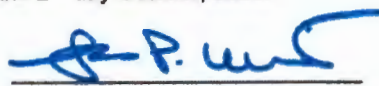
SECTION TWO: That the Mayor of the City of Kenner is authorized and empowered to sign any and all documents as may be necessary to give this ordinance full force and effect.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: McKinney, Willmott, Dunn, Scharwath, LaHatte, Branigan, Brennan  
NAYS: 0  
ABSENT: 0  
ABSTAINED: 0

This ordinance was declared adopted on this, the 2<sup>nd</sup> day October, 2025.

  
CLERK OF THE COUNCIL

  
PRESIDENT OF THE COUNCIL

  
MAYOR

Submitted by: Joanne L. Massony, Director of Wastewater

## **AGREEMENT**

This Agreement is entered into between the City of Kenner, Louisiana, ("Kenner"), a local governmental subdivision of the State of Louisiana and DXP Enterprises, Inc. d/b/a Delta Process Equipment, a DXP Company, ("Contractor") authorized to do business in the State of Louisiana:

**Scope of Work:** Contractor will provide Gorman Rupp pump and accessories on an as needed basis.

**Effective Date:** Upon execution, this Agreement will be effective November 13, 2025 and will terminate November 12, 2026.

**Agreement Amount:** This Agreement will not exceed \$200,000.00.

**Terms of Payment:** Contractor shall invoice Kenner monthly for materials provided at a rate specified in Exhibit A. Invoices must be submitted within forty (40) days of materials billed for. Invoices submitted after this period are subject to non-payment by Kenner. Invoices may be sent by e-mail to [wwcomplaints@kenner.la.us](mailto:wwcomplaints@kenner.la.us) for prompt posting.

**Notices:** Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by certified mail, postage prepaid with return receipt requested, as follows:

Notices should be sent to Kenner at the following address:

Wastewater Department  
c/o Director  
1610 Reverend Richard Wilson Drive  
Kenner, Louisiana 70062

Notices should be sent to Contractor at the following address:

DXP Enterprises, Inc. d/b/a Delta Process Equipment  
c/o Geary Carbine  
3017 21<sup>st</sup> Street, Suite 209  
Metairie, Louisiana 70002

Written notices hereunder delivered personally or by facsimile transmission or certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

**Insurance:** Contractor shall maintain insurance coverage in conformity with the attached insurance requirements, if applicable.

**Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct

such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.

**Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.

**Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.

**Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.

**Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner thereto, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.

**Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.

**Independent Contractor:** While in the performance of providing services or carrying out

obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent Contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor herein expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.

**Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.

**Entire Agreement:** This Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.

**Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are

not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.

**Code of Ethics:** The Contractor acknowledges that La. R. S. 42:1101 et seq., Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. The Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

**Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.

**Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.

**Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the Agreement based solely on the entity's or association's status as a firearm entity or firearm trade association.

\*\*\*Applicable to all agreements in the amount of \$100,000.00 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this section.

**Federal Clauses:** Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable agreements:

- A) Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- B) Contractor shall comply with the Copeland "Anti-Kickback" Act of (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- C) Contractor shall comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- D) Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
- E) Contractor shall comply with all notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.
- F) Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- G) Contractor shall provide access by the State of Louisiana, Kenner, United States of America, FEMA, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination or excerpts, and transcriptions.
- H) Contractor shall retain all required records for a period of at least three years after the State of Louisiana or Kenner has made final payments and all other pending matters are closed.
- I) Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency Regulations (40 CFR Part 15).
- J) Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 93-163, 89 STAT 871).
- K) Contractor certifies that Contractor will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any federal award (Byrd Anti-Lobbying Amendment).
- L) Contractor declares that Contractor, its principles or affiliates (subContractors), are

not currently disqualified as a result of debarment or suspension.

This Agreement is agreed to by the parties on the dates indicated below.

Record of Signing

City of Kenner  
Michael J. Glaser

  
Signed on Oct 8, 2025 3:39 PM UTC

DXP dba Delta Process Equipment  
Geary Carbine  
Sales Representative

  
Signed on Oct 21, 2025 12:01 PM CDT



QUOTATION

Attention: Eddie Tapia  
Customer: Kenner, City of  
Address: #1 West 30th Street  
Kenner, LA  
Phone: 504-462-1006  
Email: etapia@kenner.la.us  
FOB: Factory - Freight Allowed to you

Quote No. WR-C2025  
Salesman: Wesley Robertson  
Revision 0  
Date: 09-12-2025  
Inquiry: Contract Bid Pricing

Part/Model No.	Qty	Description	Net Price (ea)	Total
Line Item 1: T4A3S-B/F w/ 7.5 HP Motor	1	Gorman Rupp 4" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 7.5 HP Motor, 3/60/230/460, 1750 RPM.	\$ 16,864.46	\$ 16,864.46
Line Item 2: T4A3S-B/F w/ 10 HP Motor	1	Gorman Rupp 4" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 10 HP Motor, 3/60/230/460, 1750 RPM.	\$ 17,093.76	\$ 17,093.76
Line Item 3: T4A3S-B/F w/ 15 HP Motor	1	Gorman Rupp 4" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 15 HP Motor, 3/60/230/460, 1750 RPM.	\$ 17,763.32	\$ 17,763.32
Line Item 4: T4A3S-B/F w/ 20 HP Motor	1	Gorman Rupp 4" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 20 HP Motor, 3/60/230/460, 1750 RPM.	\$ 18,091.98	\$ 18,091.98
Line Item 5: T4A3S-B/F w/ 25 HP Motor	1	Gorman Rupp 4" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 25 HP Motor, 3/60/230/460, 1750 RPM.	\$ 19,018.37	\$ 19,018.37
Line Item 6: T6A3S-B/F w/ 7.5 HP Motor	1	Gorman Rupp 6" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 7.5 HP Motor, 3/60/230/460, 1750 RPM.	\$ 21,869.92	\$ 21,869.92
Line Item 7: T6A3S-B/F w/ 10 HP Motor	1	Gorman Rupp 6" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 10 HP Motor, 3/60/230/460, 1750 RPM.	\$ 22,190.93	\$ 22,190.93

Line Item 8: T6A3S-B/F w/ 15 HP Motor	1	Gorman Rupp 6" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 15 HP Motor, 3/60/230/460, 1750 RPM.	\$ 22,813.71	\$ 22,813.71
Line Item 9: T6A3S-B/F w/ 20 HP Motor	1	Gorman Rupp 6" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 20 HP Motor, 3/60/230/460, 1750 RPM.	\$ 23,158.82	\$ 23,158.82
Line Item 10: T6A3S-B/F w/ 25 HP Motor	1	Gorman Rupp 6" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 25 HP Motor, 3/60/230/460, 1750 RPM.	\$ 24,131.51	\$ 24,131.51
Line Item 11: T3A3S-B/F	1	Gorman Rupp 3" Super T Series Self Priming Pump (Pump Only)	\$ 7,308.63	\$ 7,308.63
Line Item 12: 44163-259	1	Rotating Assembly for Gorman Rupp T3A3S-B/F Pump	\$ 4,540.90	\$ 4,540.90
Line Item 13: 48221-064	1	Gasket Repair Kit for Gorman Rupp T3A3S-B/F Pump	\$ 142.31	\$ 142.31
Line Item 14: 46411-060	1	Suction Flapper Valve for Gorman Rupp T3A3S-B/F	\$ 243.66	\$ 243.66
Line Item 15: 10532A 15990	1	Wear Plate Assy for Gorman Rupp T3A3S-B/F	\$ 294.39	\$ 294.39
Line Item 16: T4A3S-B/F	1	Gorman Rupp 4" Super T Series Self Priming Pump (Pump Only)	\$ 8,666.50	\$ 8,666.50
Line Item 17: 44163-261	1	Rotating Assembly for Gorman Rupp T4A3S-B/F Pump	\$ 5,231.19	\$ 5,231.19
Line Item 18: 48221-065	1	Gasket Repair Kit for Gorman Rupp T4A3S-B/F Pump	\$ 160.77	\$ 160.77
Line Item 19: 46411-062	1	Suction Flapper Valve for Gorman Rupp T4A3S-B/F	\$ 279.23	\$ 279.23
Line Item 20: 10532A 15990	1	Wear Plate Assy for Gorman Rupp T4A3S-B/F	\$ 294.39	\$ 294.39
Line Item 21: T6A3S-B/F	1	Gorman Rupp 6" Super T Series Self Priming Pump (Pump Only)	\$ 12,390.34	\$ 12,390.34
Line Item 22: 44163-263	1	Rotating Assembly for Gorman Rupp T6A3S-B/F Pump	\$ 6,825.93	\$ 6,825.93
Line Item 23: 48221-066	1	Gasket Repair Kit for Gorman Rupp T6A3S-B/F Pump	\$ 193.36	\$ 193.36

Line Item 24: 46411-064	1	Suction Flapper Valve for Gorman Rupp T6A3S-B/F Pump	\$ 302.59	\$ 302.59
Line Item 25: 46451-723 24150	1	Wear Plate Assy for Gorman Rupp T6A3S-B/F	\$ 318.07	\$ 318.07
Line Item 26: T8A3S-B/F	1	Gorman Rupp 8" Super T Series Self Priming Pump (Pump Only)	\$ 17,955.45	\$ 17,955.45
Line Item 27: 44163-291	1	Rotating Assembly for Gorman Rupp T8A3S-B/F Pump	\$ 8,283.31	\$ 8,283.31
Line Item 28: 48221-067	1	Gasket Repair Kit for Gorman Rupp T8A3S-B/F Pump	\$ 246.59	\$ 246.59
Line Item 29: 46411-066	1	Suction Flapper Valve for Gorman Rupp T8A3S-B/F Pump	\$ 404.43	\$ 404.43
Line Item 30: 12348A 10010	1	Wear Plate Assy for Gorman Rupp T8A3S-B/F	\$ 396.45	\$ 396.45
Line Item 31: T10A3S-B/F	1	Gorman Rupp 10" Super T Series Self Priming Pump (Pump Only)	\$ 20,924.31	\$ 20,924.31
Line Item 32: 44163-311	1	Rotating Assembly for Gorman Rupp T10A3S-B/F Pump	\$ 10,990.10	\$ 10,990.10
Line Item 33: 48221-068	1	Gasket Repair Kit for Gorman Rupp T10A3S-B/F Pump	\$ 216.17	\$ 216.17
Line Item 34: 46411-082 24010	1	Suction Flapper Valve for Gorman Rupp T10A3S-B/F Pump	\$ 760.63	\$ 760.63
Line Item 35: 38691-826 11010	1	Wear Plate Assy for Gorman Rupp T10A3S-B/F	\$ 1,205.63	\$ 1,205.63
Line Item 36: 46451-722 24150	1	Wear Plate Assy STL (Backside) for Gorman Rupp T10A3S-B/F	\$ 655.20	\$ 655.20
Line Item 37: MS75	1	5 HP Iconic Pump MS Series 75 - SS Multi-Stage Centrifual Pump 3600 RPM	\$ 2,466.90	\$ 2,466.90
Line Item 38: MS100	1	7.5 HP Iconic Pump MS Series 100 - SS Multi-Stage Centrifual Pump 3600 RPM	\$ 5,477.45	\$ 5,477.45
Line Item 39: MS160	1	10 HP Iconic Pump MS Series 160 - SS Multi-Stage Centrifual Pump 3600 RPM	\$ 6,476.72	\$ 6,476.72
Line Item 40: T8A3S-B/F w/ 20 HP Motor	1	Gorman Rupp 8" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 20 HP Motor, 3/60/230/460, 1750 RPM.	\$ 28,638.52	\$ 28,638.52

Line Item 41: T8A3S-B/F w/ 25 HP Motor	1	Gorman Rupp 8" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 25 HP Motor, 3/60/230/460, 1750 RPM.	\$ 29,085.68	\$ 29,085.68
Line Item 42: T8A3S-B/F w/ 30 HP Motor	1	Gorman Rupp 8" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 30 HP Motor, 3/60/230/460, 1750 RPM.	\$ 29,638.17	\$ 29,638.17
Line Item 43: T8A3S-B/F w/ 40 HP Motor	1	Gorman Rupp 8" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 40 HP Motor, 3/60/230/460, 1750 RPM.	\$ 30,613.26	\$ 30,613.26
Line Item 44: T10A3S-B w/ 20 HP Motor	1	Gorman Rupp 10" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 20 HP Motor, 3/60/230/460, 1750 RPM.	\$ 32,871.28	\$ 32,871.28
Line Item 45: T10A3S-B w/ 25 HP Motor	1	Gorman Rupp 10" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 25 HP Motor, 3/60/230/460, 1750 RPM.	\$ 33,318.92	\$ 33,318.92
Line Item 46: T10A3S-B w/ 30 HP Motor	1	Gorman Rupp 10" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 30 HP Motor, 3/60/230/460, 1750 RPM.	\$ 33,871.12	\$ 33,871.12
Line Item 47: T10A3S-B w/ 40 HP Motor	1	Gorman Rupp 10" Super T Series Self Priming Pump with optional suction and discharge flanges supplied on a vertical v-belt base with multiple v-belt drive and gaurds. Incudes 40 HP Motor, 3/60/230/460, 1750 RPM.	\$ 34,846.31	\$ 34,846.31

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