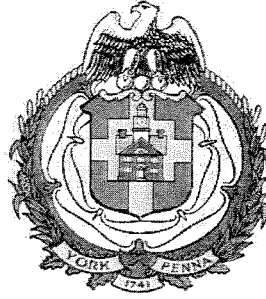


The City of York, Pennsylvania



Michael Ray Helfrich, President of Council
Henry Hay Nixon, Vice President of Council
Renee S. Nelson, Member of Council
Sandie Walker, Member of Council
Judy A. Ritter-Dickson, Member of Council

Dianna L. Thompson-Mitchell, City Clerk
email: dthompso@yorkcity.org

Office of City Council
101 S. George St.
York, Pennsylvania 17401

Mailing address:
P.O. Box 509
York, Pennsylvania 17405
Telephone: (717) 849-2246
Fax: (717) 812-0557
www.yorkcity.org

COMMITTEE AGENDA

MARCH 1, 2017

6:00 p.m.

Police	Fire	Public Works	E&C Development	Business Admin	Rules & Admin
Walker Helfrich Nelson	Walker Ritter-Dickson Nelson	Nelson Ritter-Dickson Helfrich	Nixon Ritter-Dickson Walker	Helfrich Nixon Nelson	Helfrich Nixon Walker

***Bold text indicates Chairperson**

Note: General Committee is chaired by Council President or designee and includes all Council members.

- I. Call committee meeting to order at 6:00 p.m.
- II. Committee Issues for the **March 7 & 21, 2017** legislative Agendas as follows:

GENERAL COMMITTEE

1. Resolution renaming Lincoln Park to the James E. Gross Park.

PUBLIC WORKS COMMITTEE

1. Resolution authorizing an agreement with Buchart Horn for engineering services. (Related to the Fireside Sanitary Sewer Improvements)
2. Resolution authorizing a lease amendment with SBA for a Communications Site Lease.
3. Resolution authorizing the purchase of a street sweeper.
4. Resolution authorizing the purchase of vehicles for Public Works.
5. Resolution authorizing a proposal from GE for the Phase II project to upgrade the WWTP control system.
6. Resolution authorizing a no-cost Railroad Reimbursement Agreement.

ECONOMIC & COMMUNITY DEVELOPMENT

1. Bill amending the Bureau of Health Budget (For the Safe & Healthy Communities Grant)
2. Resolution approving a Food Trust related to Penn Market.

III. Council Comment

IV. Administration Comment

V. Next Committee Meeting **March 29, 2017** at 6:00 p.m. in Council Chambers

VI. Adjournment

COMMITTEE ISSUES CHART

Department: Mayor's Office

[illegible]

Council of the City of York, PA
Session 2017
Resolution No.

INTRODUCED BY: **Henry Hay Nixon**

DATE: **March 7, 2017**

WHEREAS, James (Jim) E. Gross has honorably served the City of York as the Director of Public Works for _____ years; and

WHEREAS, Mr. Gross is retiring from the City on _____, 2017; and

WHEREAS, during his tenure, Mr. Gross' leadership was instrumental in the revitalization of the City's parks through initiatives such as Bring On Play (BOP), which led to _____ new playgrounds being built in City parks; and

WHEREAS, the first BOP playground constructed in the City is located at Lincoln Park; and

WHEREAS, the plot of land, heretofore known as Lincoln Park, was bestowed to the City by the York Trust Company on March 25, 1930.

NOW, THEREFORE BE IT RESOLVED, in recognition for his outstanding contributions to the City of York and its residents, Lincoln Park shall, from this date forward be renamed the James (Jim) E. Gross Park.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____.

Michael Ray Helfrich, President of Council

ATTEST:

Dianna L. Thompson-Mitchell, City Clerk

COMMITTEE ISSUES CHART

Department:

[illegible]

Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: Renee S. Nelson

Date: March 7, 2017

WHEREAS, the City of York, York County, desires to contract for professional engineering services for the Fireside Sanitary Sewer Improvements, and

WHEREAS, Buchart Horn, Inc. has submitted a proposal to provide Design and Bidding services at a cost not to exceed \$57,600.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that Council hereby authorizes the City to enter into an agreement with Buchart Horn to provide engineering services. The cost of said services shall be paid from account numbers 60-442-42010-00005 and 60-442-42010-00006.

The Mayor is authorized and the Controller is authorized and directed to enter into a written Agreement, a copy of which is attached hereto and made a part hereof, for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____

Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

Dianna L. Thompson-Mitchell
CITY CLERK



February 6, 2017

Jim Gross, Public Works Director
York City Wastewater Treatment Plant
1701 Blackbridge Road
York, PA 17402

Reference: **City of York,
2017 Fireside Sanitary Sewer Improvements
Design/Bidding Phase
Proposal No. 33929**

Dear Mr. Gross:

We are pleased to submit this proposal for conducting the 2017 Fireside Sanitary Sewer Improvement Projects design and Bidding phase services. This construction project includes the replacement of sanitary sewers across Willis Run and continuing on Carl and Priority Streets to the intersection of Kelly Drive.

The proposed scope of services is included as Attachment No. 1. The services will be considered a Project Assignment as defined in Section 2 of our Engineering Services Retainer Agreement dated November 26, 1996, as amended February 10, 1999 and September 7, 1999.

Buchart Horn proposes compensation for these services to be a not to exceed amount for each of the tasks below:

Design Phase Services	\$43,600.00
Bidding Phase Services	<u>\$14,000.00</u>
Total	\$57,600.00

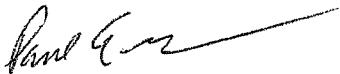
The total fee for these services will not be exceeded without written authorization; however, the Engineer has no obligation to perform services which would otherwise entitle it to compensation in excess of the amount authorized.

If the terms and conditions are acceptable, please so indicate by executing this proposal on the space provided and return the original to my attention. A duplicate copy has been provided for your records.

As always, we appreciate the opportunity to serve the City.

Very truly yours,

BUCHART HORN, INC.



Paul E Gross, P.E.
Project Manager



Jeffrey S. Culton, P.E.
Chief Engineer

Attachments

Accepted:

CITY OF YORK WASTEWATER TREATMENT PLANT

By: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

By: _____
Controller

Date: _____

By: _____
City Clerk

Date: _____



BUCHART HORN
ENGINEERS • ARCHITECTS • PLANNERS

Attachment No. 1

OWNER, City of York

ENGINEER, Buchart Horn, Inc.

Date February 6, 2017

Page 1 of 1

SCOPE OF SERVICES

Design Phase services

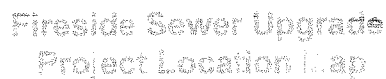
Provide design phase services for approximately 2,800 LF of sanitary sewer replacement starting at Manhole B30B, crossing Willis Creek along Carl Street and Priority Street to the intersection with Kelly Drive (MH H13). It is expected the existing 8 and 10 inch sewer mains will be replaced with a 12 inch sewer main to eliminate a bottle neck in this area.

1. Prepare base map for field editing. Prepare initial plan and profile sheets.
2. Perform site survey to verify local utilities, topography, and geographical features. Perform PA One Call for marking utilities in the project area.
3. Finalize layout on plan and profile sheets, and finalize construction details.
4. Prepare technical contract specifications for project.
5. Prepare an opinion of estimated construction costs.
6. Prepare and submit required permitting to PA DEP and York County Conservation District.
7. Submit plans to the City of York for review.

Bidding Phase Services

1. Order and distribute contract documents to prospective bidders. Document reproduction costs will be the responsibility of the Authority.
2. Respond to bidder's questions concerning contract documents and prepare addenda.
3. Conduct pre-bid meeting and prepare and distribute meeting minutes.
4. Review bid documents for compliance with instructions and requirements of the contract documents. Prepare certified bid tabulation.
5. Review previous work experience of the apparent low bidder and perform confirming telephone investigations to determine character and quality of the contractor's work.
6. Provide letter of recommendation to the Authority including experience investigation reports on the apparent low bidder for the Authority's decision to proceed with the contract award process.





Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: **Renee S. Nelson**

Date: **March 7, 2017**

WHEREAS, the City of York, York County, desires to enter into a Lease Amendment for a Communications Site Lease Agreement with SBA STEEL LLC ("SBA"), a Florida limited liability company; and

WHEREAS, the City of York desires to amend that certain Communications Site Lease Agreement, dated December 29, 2016, as evidenced by that certain Memorandum of Agreement recorded March 21, 2011, as Instrument #2011014488, in Book 2120, Page 1374, of the Recorder of Deeds Office of York County, Pennsylvania, and ultimately assigned to SBA pursuant to that certain unrecorded Master Assignment and Assumption Agreement dated October 15, 2014, as amended and assigned from time to time to SBA by and between the City of York as Landlord and SBA, as Tenant.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that, the Mayor is authorized, and the Controller is authorized and directed to sign the Amendment; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute, in the name and on behalf of the City of York, to take cause or to be taken, any and all actions necessary to enter into, execute, deliver and perform the Amendment and any and all documents that may be required or contemplated under the terms of this Agreement and to do any and all things in her discretion she may deem necessary or appropriate in connection with or in furtherance of the foregoing resolution; and

BE IT FURTHER RESOLVED, that the signature of the Mayor, on the Amendment, and any other documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of her authority to execute and deliver such instruments or documents; and

BE IT FURTHER RESOLVED, that all actions previously taken by the City of York in connection with the Amendment, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed and approved in all respects.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____

Attest:

Michael Helfrich, President of Council

Dianna L. Thompson-Mitchell, City Clerk

Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: **Renee S. Nelson**

Date: **March 7, 2017**

WHEREAS, the City of York, York County, desires to purchase a new Elgin Pelican P Street Sweeper; and

WHEREAS, the purchase will be made through PA State CoStars Contract #025-044 and from A&H Equipment, 1405 Hagy Way, Harrisburg, PA 17110; and

WHEREAS, the City desires to purchase said vehicle at a cost of \$194,091.00; and

WHEREAS, the City shall make said purchase through a five year lease purchase agreement with one annual payment and a one dollar buy out at the end of the lease period; and

WHEREAS, the purchase will be financed through Fulton Leasing Company with annual payments not to exceed \$41,200.00 and with the first payment due upon delivery of the vehicle; and

WHEREAS, the lease payment shall be paid from the Liquid Fuels Fund budget, account # 21-421-46100-10003; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into an agreement with A&H Equipment to provide the vehicle and Fulton Leasing Company to provide financing for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____

Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

Dianna L. Thompson-Mitchell
CITY CLERK

Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: Renee S. Nelson

Date: March 7, 2017

WHEREAS, the City of York, York County, desires to purchase one (1) 2017 Ford F-250 Pickup Truck, one (1) 2017 Chevrolet Silverado Pickup Truck, and one (1) 2017 Ford F-550 Sign Truck for use by the Department of Public Works; and

WHEREAS, the purchase will be made through PA State CoStars Contract #025-002 for the trucks from Apple Automotive Group, 1200 Loucks Road, York, PA 17404; and

WHEREAS, the City desires to purchase said vehicles at a cost of \$33,273.00 for the Ford F-250, \$41,153.00 for the Chevrolet Silverado and \$116,863.00 for the Ford F-550; and

WHEREAS, the City shall make said purchases through a five year lease purchase agreement with one annual payment and a one dollar buy out at the end of the lease period; and

WHEREAS, the purchase will be financed through Fulton Leasing Company with annual payments not to exceed \$7,106.46 for the Ford F-250 Pickup Truck, \$9,277.67 for the Chevrolet Silverado Pickup Truck and \$24,834.48 for the Ford F-550 Sign Truck; and

WHEREAS, the lease payment shall be paid from the following accounts, Capital Budget Fund, #50-420-46101-00081 and Liquid Fuels Fund, #21-421-46100-10003.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into an agreement with Apple Automotive Group to provide the vehicles and Fulton Leasing Company to provide financing for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____

Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

Dianna L. Thompson-Mitchell
CITY CLERK

LEASE QUOTE

To: Chaz Green
Date: 02/15/2017
Customer: City of York
Asset: 2017 Chevrolet Silverado 2500HD

Lease Type	
Sales Price	\$ 41,153.00
Amount Financed	\$ 41,153.00
Residual Value	\$ 1.00
Term	5 Years
Payment Frequency	Annual Payments
Fixed Rate (Bank Qualified Tax Free)	3.00%
Lease Payment	\$ 8,727.67
UCC Filing Fee	N.A.
Acquisition Fee	\$ 500.00
Initial Payment due at settlement of Progress Lease	\$ 9,227.67

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt obligations this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with Fulton Bank, N.A. perfecting a first security interest.

AUTHORIZED SIGNERS: The lessee's governing board shall provide Fulton Bank, N.A. with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish Fulton Bank, N.A. with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Fulton Bank, N.A.

RATE: Rates are guaranteed for thirty days from the date of the quotation. In the event there is an increase in the cost of funds (indexed based on like-term ICE Swap Rates), the final fixed term rate will be adjusted accordingly.

APPROVAL: Quotes are contingent upon final credit approval.

Thank you for your business,
Linda S. Birunas
Sr. Leasing Sales Officer
Fulton Leasing Company
717-581-3270

PA State Co Stars
Contract # 025-003
Apple Chevrolet

Prepared By: Scott Morrow
administrator
APPLE AUTOMOTIVE FLEET DEPT
1200 LOUCKS ROAD
YORK, PA 17404
Phone: (717) 848-6527
Fax: (717) 848-3805
Email: smorrow@appleauto1.com

2017 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Crew Cab 153.7"

PRICING SUMMARY

6 1/2 ft Bed

PRICING SUMMARY - 2017 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

	<u>MSRP</u>
Base Price	\$40,050.00
Total Options:	\$2,490.00
Vehicle Subtotal	\$42,540.00
Advert/Adjustments	\$0.00
Destination Charge	\$1,195.00
GRAND TOTAL	\$43,735.00

EQUIPPED AS per
pages 1-6

PA Co Stars Truck Price	\$ 32550 ²⁰
Roadwatch Temp System	+ 575 ⁰⁰
6 1/2 ft plow / tool Box PK6	+ 5805 ⁰⁰
STROBE LIGHT PK6	+ 1270 ⁰⁰
2 WAY RADIO	+ 818 ⁰⁰
HD Front Floor TRAY MATS	+ 135 ⁰⁰
	<u>\$ 41153 ⁰⁰</u>

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

February 09, 2017 5:15:37 PM

Page A

LEASE QUOTE

To: Chaz Green
Date: 02/15/2017
Customer: City of York
Asset: 2017 Ford Super Duty F-250

Lease Type	Municipal
Sales Price	\$ 33,273.00
Amount Financed	\$ 33,273.00
Residual Value	\$ 1.00
Term	5 Years
Payment Frequency	Annual Payments
Fixed Rate (Bank Qualified Tax Free)	3.00%
Lease Payment	\$ 7,056.46
UCC Filing Fee	N.A.
Acquisition Fee	\$ 500.00
Initial Payment due at settlement of Progress Lease	\$ 7,556.46

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt obligations this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with Fulton Bank, N.A. perfecting a first security interest.

AUTHORIZED SIGNERS: The lessee's governing board shall provide Fulton Bank, N.A. with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish Fulton Bank, N.A. with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Fulton Bank, N.A.

RATE: Rates are guaranteed for thirty days from the date of the quotation. In the event there is an increase in the cost of funds (indexed based on like-term ICE Swap Rates), the final fixed term rate will be adjusted accordingly.

APPROVAL: Quotes are contingent upon final credit approval.

Thank you for your business,
Linda S. Birunas
Sr. Leasing Sales Officer
Fulton Leasing Company
717-581-3270

PA STATE COSTARS Contract
025-002

Apple Ford

Prepared By: Scott Morrow
administrator
APPLE AUTOMOTIVE FLEET DEPT
1200 LOUCKS ROAD
YORK, PA 17404
Phone: (717) 849-6527
Fax: (717) 848-3805
Email: smorrow@appleauto1.com

2017 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box

PRICING SUMMARY

PRICING SUMMARY - 2017 Fleet/Non-Retail F2B XL 4WD Reg Cab 8' Box

	<u>MSRP</u>
Base Price	\$35,330.00
Total Options:	\$2,290.00
Vehicle Subtotal	\$37,620.00
Advert/Adjustments	\$0.00
Destination Charge	\$1,295.00
GRAND TOTAL	\$38,915.00

Equipment A3 per
pages 1-5

Truck Price \$ 27100.00
8ft pro plus flow
Front/Rear WLB WLB > + 5070.00
STRUT
1 Extra Key / Remote + 285.00
2 way Radio + 818.00
\$ 33273.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

February 09, 2017 5:28:49 PM

Page A

LEASE QUOTE

To: Chaz Green
Date: 02/15/2017
Customer: City of York
Asset: 2017 Ford Super Duty F-550

Lease Type	
Sales Price	\$ 116,863.00
Amount Financed	\$ 116,863.00
Residual Value	\$ 1.00
Term	5 Years
Payment Frequency	Annual Payments
Fixed Rate (Bank Qualified Tax Free)	3.00%
Lease Payment	\$ 24,784.48
UCC Filing Fee	N.A.
Acquisition Fee	\$ 500.00
Initial Payment due at settlement of Progress Lease	\$ 25,284.48

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt obligations this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with Fulton Bank, N.A. perfecting a first security interest.

AUTHORIZED SIGNERS: The lessee's governing board shall provide Fulton Bank, N.A. with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish Fulton Bank, N.A. with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Fulton Bank, N.A.

RATE: Rates are guaranteed for thirty days from the date of the quotation. In the event there is an increase in the cost of funds (indexed based on like-term ICE Swap Rates), the final fixed term rate will be adjusted accordingly.

APPROVAL: Quotes are contingent upon final credit approval.

Thank you for your business,
Linda S. Birunas
Sr. Leasing Sales Officer
Fulton Leasing Company
717-581-3270

Pa State Costars Contract
#025-002

Apple Ford

Prepared By: Scott Morrow
administrator
APPLE AUTOMOTIVE FLEET DEPT
1200 LOUCKS ROAD
YORK, PA 17404
Phone: (717) 849-6527
Fax: (717) 848-3805
Email: smorrow@appleauto1.com

2017 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169"

PRICING SUMMARY

PRICING SUMMARY - 2017 Fleet/Non-Retail F5G XL 2WD Reg Cab 169" WB 84" CA

	MSRP
Base Price	\$38,840.00
Total Options:	\$12,105.00
Vehicle Subtotal	\$50,945.00
Advert/Adjustments	\$0.00
Destination Charge	\$1,295.00
GRAND TOTAL	\$52,240.00

EQUIPPED AS PA
pages 1-5

PA Costars Chassis price

\$ 43550.00

SIGM BODY UPRIT

+ 72495.00

2 WAT RADIO

+ 818.00

\$ 116863.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

February 09, 2017 5:47:28 PM

Page A

Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: **Renee S. Nelson**

Date: **March 7, 2017**

WHEREAS, the City of York; York County, desires to enter into an agreement with GE Automation and Control for the Phase II PPS Migration Project at the York City Wastewater Treatment Plant; and

WHEREAS, GE submitted a proposal for this project at a cost of \$99,505.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that Council hereby authorizes the City to award a contract for the PPS Migration Project, in accordance with the price set forth in the attached proposal, a copy of which is attached hereto and made a part hereof, and shall be paid from the WWTP Intermunicipal Fund account # 61-440-46121-00000.

The Mayor is authorized and the Controller is authorized and directed to enter into an agreement for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____

Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

Dianna L. Thompson-Mitchell
CITY CLERK



City of York - PPS Migration Project

Fixed Price Proposal

Proposal Number: 15500
Proposal Version: V 1.0
Proposal Date: 2/13/2017

Prepared For: Thomas King
City of York
101 South George Street
York, PA 17405
(717) 849-2231
tking@cityofyork.org

Prepared By: Michael Hall, ITO Solutions Analyst
GE's Automation and Control

CONFIDENTIAL

This document and the information contained herein is confidential and for the customer's use only. Customer agrees neither to use it, except for the purpose intended, nor to disclose it, in whole or in part, to any third party without the written consent of GE's Automation and Control.



GE Intelligent Platforms, Inc.

Date: February 13, 2017
Valid to: March 15, 2017

Proposal Number: 15500 V1.0

Subject: Proposal for Services to assist with the iFix and Rx3i PPS based modernization project at the City of York.

GE's Automation and Control (GE's A&C) is pleased to present this fixed price proposal for the City of York Phase II project. Phase II Scope is to Move the PPS system from the test environment to the Production environment and complete final migration and testing. A preliminary schedule has been included below for purposes of discussion and planning at Kickoff. Note the various tasks included in the preliminary schedule.

GE's A&C will provide a field engineer to come onsite to the City of York facility to perform tasks associated with this proposal based on the tasks associated with the preliminary schedule and the details provided in section 2 labor description below. The materials that are offered are in support of the final production system.

The labor and materials outlined herein represent GE's best estimates based on data provided and/or available to us at the time this proposal was issued. The actual materials and services may in fact vary from the estimates included in this proposal. Should this be the case, GE will provide any changes to City of York as soon as possible and require that the purchase order be amended or a Change Order be issued.

Note: It may require 4 to 6 weeks for the scheduling of services following receipt of purchase order. After receipt of order a GE's A&C project manager will contact City of

ITEM	QUANTITY (HOURS)	CATEGORY	DESCRIPTION	RATE (HOURLY)	EXTENDED PRICE (\$)
1			GE Intelligent Platforms, Inc. (GEIP) will provide services on a fixed price basis to assist Automatech with the following tasks related to the Phase II - City of York PPS System:		
1a	200	Automation Engineer	Phase II - Offsite - Configuration of production environment - Will spend 25 days on this effort.	\$ 190.00	\$ 38,000
1b	120	Automation Engineer	Phase II - Onsite configuration and test - Will spend 15 days on this effort.	\$ 190.00	\$ 22,800
1c	48	Automation Engineer	Travel to and from site - 2 trips Phase II (kickoff and test) and 1 trip Phase II	\$ 190.00	\$ 9,120
1d	72	Project Manager	Project management services related to scheduling, logistics, documentation and billing.	\$ 190.00	\$ 13,680
1e	24	Automation Engineer	Training	\$ 190.00	\$ 4,560
Labor Subtotal:				\$	88,160.00

ITEM	TRIPS	CATEGORY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE (\$)
1	1	T&L	Travel and Living expense estimate - will bill at actual cost plus 10%.	\$ 3,850.00	\$ 3,850.00
T&L Subtotal:				\$	3,850.00

ITEM	QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE (\$)
1			The following materials are offered as part of this proposal for the price indicated:		
1a	10	IC695PSA140	120/240VAC, 125VDC Multipurpose Power Supply is suitable for use in load-sharing and redundancy application. It must be installed in a PACsystems RX3i (IC695catalog number) Universal Backplane. It can be used as the only power supply in the backplane	\$ 687.00	\$ 6,870.00
1b	1	NA	Miscellaneous Installation Supplies	\$ 625.00	\$ 625.00
Materials Subtotal:				\$	7,495.00

MILESTONE BILLING TABLE

* Additional work performed outside of scope and/or normal business hours will be billed at the specified rate. Please refer to the attached *Specific Terms for Project Services* for more information.

Productivity Institute

Role of Customer

* Provide appropriate access to all facilities to afford a successful completion of the project.

* Assign a primary contact who will work with the assigned GE's A&C engineer to answer questions and/or provide access to technical resources as required

* Any modifications to existing control cabinets or wiring that may be required (none are anticipated) will be the responsibility of City of York personnel.

ACKNOWLEDGMENTS

* Labor tasks described in section 2 are "estimates" and provided on a fixed price basis. Additional time beyond the scope listed in section 2 will require customer approval and modification to the purchase order

Exclusions

* GE's A&C excludes any additional scope of work that is not described in section 2

* GE's A&C excludes any physical installation/demolition of equipment as part of this proposal

* GE's A&C excludes any additional materials required to setup the production environment. All PC's cabling and networking will be by City of York.

Changes in Project Scope

If changes to the proposed scope of work, bill of materials, or previously agreed designs / functionality are identified, a project price and schedule change may be required. Each potential change must be documented by a project change order request and be submitted to the GE's Automation and Control project manager, who will evaluate the request and return it to the customer project manager with the associated change in price and project schedule. GE's Automation and Control will implement the change only upon receipt of an approved signed change order request. Any changes to the implementation plan or design during the project must be approved by both the customer and GE's Automation and Control project managers using this change order procedure, prior to commencement of any work.

Cancellation / Delay of Project Contracts

If the project is halted or delayed by Customer prior to completion, GE Intelligent Platforms reserves the right to invoice Customer for labor, material, and other expenses incurred up to that point in the project, as well as any restocking or cancellation fees levied on GE Intelligent Platforms by our suppliers. Additionally, an administration fee will be calculated at 15% of the total expenses incurred. Customer delays will compromise GE Intelligent Platforms' project schedule and associated deliverables, and will require that project plans be re-worked to account for those delays.

Attachments:
Demand Services Rate Guide
Conditions of Sale

TERMS AND CONDITIONS OF SALE GE AUTOMATION & CONTROLS PRODUCTS AND SERVICES

1. APPLICATION OF TERMS

These GE Automation & Controls General Conditions of Sale of Products and Services (Rev1) ("General Conditions") form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification, facility entry form or other document). The "Contract" means either the agreement signed by both Parties, or the purchase order and Seller's written acceptance, together with these General Conditions and any other documents incorporated by reference if accepted in writing by Seller.

2. PAYMENT, TAXES

2.1. Buyer shall pay Seller for the Products, Software and Services by paying all invoiced amounts by direct bank transfer in the specified currency defined by Seller, without any deduction, retention, withholding or set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Invoicing and Payment shall be in accordance with this Contract and if not otherwise agreed, Seller shall issue invoices upon shipment of Products and Software and as Services are performed. All prices are exclusive of taxes and Buyer shall be responsible for taxes and duties, including sales, gross receipts, use, excise, import, property, stamp, and value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less and Seller shall be entitled to an equitable extension of the schedule.

2.2 If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller may require full or partial payment in advance, request payment security, suspend its performance and/or terminate the Contract.

3. DELIVERY, TITLE TRANSFER, RISK OF LOSS

3.1. Unless otherwise agreed, delivery to Buyer shall be FCA Seller's facility (where no export involved) or FCA Port of Export (where export involved). Incoterms 2010 shall apply. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all necessary information. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) business days after delivery.

3.2. Title and risk of loss shall pass to Buyer upon delivery in accordance with Article 3.1, except for shipments from the USA to another country, where they shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the USA. Amounts shall be payable to Seller upon invoicing by Seller for the Products where Buyer is unable to accept delivery on the scheduled date. No title to software is transferred.

3.3 When Buyer arranges the export, import or EU intercommunity shipment, delivery shall occur only upon provision by Buyer of evidence that the required export, import or intercommunity shipment license is in effect and is acceptable to the relevant tax and custom authorities.

4. WARRANTY

4.1. Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. "Product" means equipment, parts, materials, supplies (including Firmware which shall be licensed, not sold) and other goods that Seller has agreed to supply to Buyer under the Contract. Software, means Licensor's proprietary computer software as defined and licensed in accordance with the Software License and Associated Services Special Conditions, but shall not include Firmware or Integration Packages. Firmware means software embedded in a Product and necessary for the proper functioning of the Product, but excluding Software. "Integration Packages" means APIs, Protocols, SDK's, BSP's provided solely for the purpose of integrating the Product and Software for Buyer's internal use. "Services" means the services Seller has agreed to perform for Buyer under the Contract. As regards to any Products or Software covered by a warranty issued by a third party, such warranty terms shall apply to the exclusion of this Article. The warranty for Products, including Firmware but excluding Software, shall expire twenty four (24) months from delivery, the warranty for Software shall expire ninety (90) days from delivery in accordance with the Software License and Associated Services Special Conditions, and the warranty for Services ninety (90) days after performance of the Service. If Products or Services do not meet the above warranties and Buyer promptly notifies Seller in writing prior to expiration of the warranty period, Seller shall: (i) at its option, repair or replace defective Products; and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer. The warranties and remedies are conditioned upon: (a) proper storage, installation (by properly certified installers if required), use, operation, and maintenance of Products as defined by the Seller, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records; and (c) configuration, modification or repair of Products only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

4.2 This Article provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory.

5. INSURANCE

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) worker's compensation, employer's liability and other statutory insurance as required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

6. LIMITATION OF LIABILITY

6.1. Seller's total liability shall not exceed the price stated in the Contract or the price of each particular order for all claims arising from or related to that order. Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, loss of data, interruption of business, cost of replacement power, cost of substitute equipment, cost of capital, cost of cover, downtime costs, increased operating costs, standby time, delay damages or any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages. All Seller liabilities terminate at the end of the warranty period.

6.2. If Buyer is supplying Products or Software to a third party, or using Products or Software at a facility owned by a third party, Buyer shall indemnify and hold Seller harmless from and against any liability arising out of claims made by the third party in excess of the limitations and exclusions provided in this Contract.

6.3. For the purpose of this Article 6, the term "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively. The limitations in this Article shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

7. GENERAL INDEMNITY

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products, Software or site is considered third party property.

8. SUSPENSION, TERMINATION

8.1 Either party may terminate as of right and Seller may immediately suspend performance of the Contract for (i) material breach of the other party not cured in a reasonable period, including failure or delay in Buyer fulfilling any payment obligations; (ii) if the other party becomes insolvent/bankrupt; or (iii) if there is a force majeure event (as

described in Article 9) lasting longer than one hundred and twenty (120) days, upon twenty (20) days advance notice in writing.

8.2 Upon termination Buyer shall pay Seller in all cases for all Products or Software, partially or fully completed, lease fees incurred and Services performed before the effective date of termination. If Buyer terminates the Contract pursuant to Article 8.1(i), Seller shall reimburse Buyer the difference between that portion of the Contract price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope. In addition, if the Contract is terminated for any reason other than GE material Breach, Buyer shall pay expenses reasonably incurred by Seller in connection with the suspension or termination and, in the event of termination, a cancellation charge equal to up to the Contract Price applicable to uncompleted Products.

8.3 The foregoing are the sole and exclusive suspension and termination rights of the parties.

9. EXCUSABLE DELAYS

Seller shall not be liable or in breach of its obligations if its performance is delayed or prevented, directly or indirectly, by: (i) causes beyond its reasonable control; or (ii) acts of God, acts (or failures to act) of governmental authorities or of prerequisite work of the Buyer or Buyer's contractors or suppliers, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), epidemics, civil unrest, riot, delays in transportation; or (iii) acts, requests or omissions of Buyer. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment and extension of time. Buyer shall indemnify Seller against any and all losses, damages, costs and expenses awarded against or incurred by Seller as a result thereof.

10. CONFIDENTIALITY, INTELLECTUAL PROPERTY, FIRMWARE, INTEGRATION PACKAGES

10.1 When providing confidential information, the disclosing party shall expressly designate the information as confidential. The receiving party agrees with respect to such information to (i) treat business-related information as confidential for a period of five (5) years after the date of disclosure, and treat technical information (for example, Firmware, Integration Packages, confidential drawings, specifications) as confidential indefinitely or until each lawfully enters the public domain, (ii) restrict the use to matters relating to its performance under the Contract, (iii) restrict access to its personnel and agents who need access to implement the Contract, and (d) Seller may disclose it to its affiliates and subcontractors in connection with performance of the Contract so long as such affiliates and subcontractors agree in writing to be bound by these General Conditions. Confidential information shall not be reproduced or disclosed (except as required by law) without the disclosing party's prior written consent. Upon request, all copies of such information shall be returned except where retention is required by law or Contract, or to evidence compliance with the Contract.

10.2. Seller shall indemnify Buyer for any damages finally awarded (by a court of competent jurisdiction) or settled by Seller, against any rightful claim by third party, alleging that GE Products, Software or Services (excluding third party products) furnished under this Contract infringe a patent in effect in the U.S. or an EU member state, or any copyright or trademark registered in the U.S. or an EU member state, provided that Buyer: promptly notifies Seller in writing, does not take any position adverse to Seller, gives Seller sole authority to control the defense and settle the claim, and provides Seller with its reasonable assistance. Seller shall not be liable and this indemnity shall not apply if such claim is based on: modified Products, Software or Services; Buyer's failure to implement any update provided by Seller that would have prevented the claim; unauthorized use of Products, Software or Services or Products; or Software or Services made or performed to Buyer's specifications. Should any Product, Software or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product, Software or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products, Software or Services and refund the price received by Buyer attributable to the infringing Products, Software or Services. This Article 10.2 states Seller's exclusive liability for intellectual property infringement by Products, Software and Services.

10.3 Each party shall retain ownership of all intellectual property it had prior to the Contract. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result. No schematics or source code shall be provided except by a separate agreement. Buyer shall not reverse engineer the Products, including disassembling, decompiling, or otherwise attempting to discover the source code of the Firmware. Any reverse engineering of Products (including Firmware) shall void any warranties or indemnification obligations of Seller.

10.4 Seller hereby grants to Buyer a non-transferable and nonexclusive license (and does not pass title) to use Firmware and Integration Packages solely in connection with use of the specific Product. Drawings, design and other documentation as well as all intellectual property rights related to Product, Software and/or Services delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller. Buyer shall not sublicense, assign or otherwise transfer the license to use the Firmware or Integration Packages to any third party, except with a sale of that specific Product, and to the extent such transfer is not otherwise restricted by the Contract, has been expressly authorized by the Seller, and the Buyer's assignee agrees to be bound by these General Conditions. Buyer grants the Seller the unrestricted right to update the Firmware embedded in the Product at its sole discretion. If Seller provides any Software to Buyer other than Firmware and the Integration Packages, the Software License and Associated Services Special Conditions shall apply.

10.5 To the extent the Contract contemplates the delivery of Integration Packages, Buyer is granted only a non-transferable, non-exclusive license to install, use internally, and save the Integration Packages in order to develop applications which are required to use the Products and Services. The Integration Packages are provided "AS-IS" and without warranty, but are not considered as Software. Customer is responsible for the confidentiality and maintenance of any Integration Packages.

10.6 Firmware and/or Integration Packages that Licensor provides to Licensee, may contain third party software. Use of third party software and its source code are governed by separate copyright notices and license provisions, which may be found or identified in Documentation or on any media delivered with Firmware or Integration Packages, and which are incorporated by reference into this License.

11. COMPLIANCE WITH LAWS

Seller shall comply with laws applicable to the manufacture of Products, Software and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products, Software and Services. All transactions under the Contract shall at all times be subject to and conditioned upon Buyer's compliance with the USA, the EU and any other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products and Software other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer is responsible for the accuracy and completeness of any information or certification provided by Buyer for purposes of export control compliance.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Contract shall be governed by the laws of the state of New York. If the Contract includes the sale of Products and the Buyer is outside Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. All disputes arising out of or in connection with the present Contract, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be the U.S. District Court for the Northern District of Georgia. The language to be used in the mediation and in the arbitration shall be English.

13. HEALTH & SAFETY

Buyer agrees to comply with all applicable health, safety and security laws and ensure the safety of all Seller personnel. Seller may suspend or terminate performance and evacuate its personnel, at any time, without liability if it reasonably believes its personnel are at risk and in case of accident or disease of Seller's personnel, the Buyer shall provide any required assistance, including support for repatriation. Buyer shall take whatever precautions are required to legally handle or eliminate toxic substances, hazardous substances, or hazardous waste (including but not limited to asbestos, lead, PCB, arsenic and mercury) at the site and properly dispose of such where produced or generated in the course of Seller's work at the site. Buyer shall release, defend, indemnify and hold harmless Seller against any and all Claims arising from Buyer's breach of its obligations under this Article.

14. ON SITE SERVICES

14.1 If Services hereunder are to be provided at Buyer's site or a third-party site designated by the Buyer, the following shall apply: Buyer shall on an ongoing basis provide the Seller fee of charge and close to the site where Services are supposed to be performed: access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone and data lines, heating or air conditioning, suitable sanitary equipment and other utilities; and (iii) personnel, information, inputs, products and documentation as reasonably required by the Seller. Buyer shall be responsible to obtain any required permits such as any work permit, approvals, authorizations or the like applicable

to activity hereunder at such site and shall give all reasonable assistance to Seller in obtaining visa and similar document which Seller may require at no cost to Seller. Unless otherwise provided in the Contract, the Buyer shall pay the living expenses of Seller's personnel (accommodation, food and ancillary expenses) according to the Seller's standards, and all the equipment and human resources as may be necessary for seller to perform the Services on the site as well as any cost and delay related to a breach of its obligation to provide and obtain as described above.

14.2 Seller reserves the right to cancel a scheduled training, without being required to provide justification, provided that it gives Buyers at least one (1) week's prior notice. Seller shall return any payment that Buyer may have already made. In the event of cancellation of the scheduled training by Buyer, the following charges shall apply: a) notice given more than 14 days prior to the schedule training: no charge; b) notice given between 7 to 14 days prior to the schedule training: half fee; c) notice given less than 7 days prior to the schedule training: full fee.

15. CHANGES

15.1 Each party may at any time propose changes in the schedule or scope of Products, Software or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

15.2 The scope, Contract price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures such as instructions, material, civil works information, access to site data, technical data and information, design and drawings documentation, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

15.3 It shall be acceptable and not considered a change if Seller delivers a Product or Software that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

16. **U.S. GOVERNMENT CONTRACTING.** For direct and indirect U.S. government contracts and/or contracts funded in whole or in part by the U.S. government, all Products, Software and Documentation provided hereunder shall be considered "commercial items" as defined in FAR Part 2, 2.101 and in accordance with FAR 52.244-6. To the full extent permitted under FAR Part 12, the terms and conditions of FAR 52.212-4 are replaced by the Terms and Conditions set forth in these Conditions. Therefore, no governmental contracting provisions, standards or requirements, including without limitation those relating to cost accounting and the Truth-in-Negotiations Act, shall apply except those expressly accepted in writing by Seller.

17. **CYBERSECURITY AND DATA PROTECTION.** If GE receives access to Customer Data in connection with its performance of the Services, GE shall comply with its Privacy Policy. GE shall not be liable for any claims associated with security breaches that may impact such Customer Data, including, but not limited to, costs associated with forensic audits or fraud monitoring. With respect to Customer Data, the Parties agree that Customer is the data controller and GE is the data processor. Customer shall comply with all applicable laws in providing GE access to

Customer Data. Customer shall not provide GE with any Personal Data of non-US citizens. GE will comply with all laws and regulations applicable to it as the provider of the Product. GE shall not be responsible for compliance with laws and regulations except those that are generally applicable to information technology service providers providing the Products specified in this Agreement. GE shall not be considered as a digital service provider, market operator, or data controller despite the type of Products and Services offered to Customer. GE will maintain Customer Data in accordance with GE's standard information security policies applicable to the Product. GE reserves the right to add to, modify, or change such policies at any time to meet evolving security requirements, industry standards, or legal requirements, provided that, during the term of service specified in this Agreement, the level of security provided shall in no event be lower than what is in the GE's standard information security policies on the effective date of this Agreement. Customer will comply with all laws and regulations, including without limitation privacy and data protection laws, applicable to its use of the Product. Customer warrants having a secure information-sharing infrastructure to allow for the exchange of sensitive and confidential information and shall provide all necessary instructions required for GE to handle and analyze the Source Data. Customer shall notify GE promptly in the event of an actual or suspected compromise of data or systems related to GE's or Customer's provision or use of the Product.

18. GENERAL CLAUSES

18.1 Products and Software sold by Seller are not intended for use in connection with any nuclear facility or activity, avionics or life support activity or equipment, and Buyer warrants that it shall not use or permit others to use Products or Software for such purposes unless he has received prior writing consent of Seller to do so and agreed to additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

18.2 Seller may sub-contract portions of the work, so long as Seller remains responsible for it. Seller may cede, assign or novate its rights and obligations under the Contract to any of its affiliates and Seller may assign any of its accounts receivable under this Contract to any party without Buyer's consent.

18.3 Buyer shall notify Seller immediately upon any change in the ownership of more than fifty percent (50%) of Buyer's voting rights or in Buyer's controlling interest.

18.4 Except as provided in Article 6, this Contract is for the benefit of the parties and not for any third party.

18.5 This Contract represents the entire agreement between the parties. The invalidity in whole or in part of any portion of this Contract shall not affect the validity of the remainder of this Contract, and in such a case of invalidity the parties shall endeavor in good faith to modify the invalid provisions so as to carry out as nearly as possible the original intent of the parties in a legally enforceable manner.

19. SPECIAL CONDITIONS

These General Conditions may be supplemented by Special Terms and Conditions, specific to a scope of supply, including Software, Project, Cloud Computing Services, leased equipment, PCB services, US government contracts, GlobalCare Support, Predix, and/or to a GE business ("Special Conditions"). If there is any conflict between these General Conditions and the terms of any Special Conditions, the terms of the Special Conditions shall take precedence with respect to the applicable scope.

estimates of the values of Source Data, residuals of the estimates and Source Data, difference alerts statistically indicating that the Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all of the above.

"Internet Advisory Site" means an internet server site comprised of hardware and Software and hosted by Seller or third party for presenting the Advisory Intelligence to Buyer at a remote location by means of a web browser with secure access over the internet.

"Monitored Equipment" means the remotely located equipment of Buyer for which Seller will provide Advisory Intelligence over a secure internet connection, as set forth in the Seller proposal accepted by Buyer ("Proposal").

"Source Data" means sensor data or other parameter data from the Monitored Equipment made available to Seller by Buyer for generating the Advisory Intelligence. Source Data shall be listed and generally described in the Proposal. Source Data shall not include any Personally Identifiable Information of non-US citizens.

"Managed Services" means the Services provided by Licensor to Licensee to supply Advisory Intelligence through the Internet Advisory Site.

11.2 Rights and obligations of the Parties: If the parties agree in writing to have Seller host and/or set up the Internet Advisory Site, Seller shall set up and/or host the Internet Advisory Site and make it accessible to Buyer and secure it against access by unauthorized third parties. Seller reserves the right to outsource hosting of the Internet Advisory Site or subcontract any of the work to one or more third parties that shall be bound to treat as confidential the Source Data and Advisory Intelligence commensurate with Seller's confidentiality obligations hereunder. Seller agrees to receive Source Data and generate Advisory Intelligence in response thereto and present it in a timely fashion, as specified in the Proposal and in accordance with the *Managed Services Guide*, on the Internet Advisory Site for secure access by Buyer. Seller agrees to maintain the Source Data and the Advisory Intelligence generated in response thereto for online access by Buyer through the Internet Advisory Site for such period as is specified in the Proposal. Subject to the terms hereof, Seller hereby grants Buyer, and Buyer hereby accepts, a nonexclusive, nontransferable and non-assignable license to use, copy and distribute internally the Advisory Intelligence. This license shall be deemed to be perpetual with respect to any and all Advisory Intelligence accessed by Buyer prior to termination of this Agreement for the scope of use that has been defined in the commercial proposal. Buyer shall be responsible for providing a suitable and reasonably adequate Internet connection for the transmission of the Advisory Intelligence and the Source Data, as well as such other equipment as Seller requires to provide the Services set forth herein. Buyer agrees to make Source Data available to Seller, and to take all reasonable steps to facilitate the setup efforts of Seller, including intervening with any third-party carriers of Source Data to ensure the release of such Source Data to Seller.

11.3 Usage: The Internet Advisory Site is for use by Buyer only. Seller will provide to Buyer up to ten (10) password and account designations, which are required to access the Internet Advisory Site. Buyer shall not disclose passwords and other information about the Internet Advisory Site to third parties, or otherwise enable access by third parties to the Internet Advisory Site, without the written authorization of Seller. Buyer agrees not to compromise the security of the Internet Advisory Site through its actions or inactions, and Buyer will further take all reasonable steps to prevent unauthorized access to the Internet Advisory Site. Buyer shall be solely responsible for maintaining the confidentiality of such password and account designations and for all activities, whether conducted by Buyer or otherwise, that occur under its password(s) or account(s). Buyer agrees to (a) immediately notify Seller of any unauthorized use of such a password or account or any other breach of security, and (b) ensure that it properly exits from its account(s) at the end of each session. Buyer acknowledges and agrees that Seller cannot and shall not be responsible or liable for any loss or damage arising from Buyer's failure to comply with the foregoing.

Buyer shall deliver to Seller a first report upon the signature of this agreement, informing Seller about The scope of application of the Services related to planned time of use, territory, number of users expected, and/or number of equipment concerned that will be monitored as well as any other information requested by Seller in the commercial proposal that are required to perform this agreement correctly. This report shall be updated and submitted to Seller not less than twice a year, evidencing Buyer's and other authorized users' use of the Monitoring Software and Services.

In the event Seller is named as a defendant in a third party lawsuit for personal injury and/or property damage alleged to be caused by Monitored Equipment of Buyer on the basis that the Advisory Intelligence failed to indicate an equipment condition that would have avoided the injury or damage, Buyer will indemnify, defend and hold harmless Seller in such lawsuit.

11.4 Restrictions. Source Data shall remain the property of Buyer, and Seller shall not disclose Source Data to any third party without the authorization of Buyer. Seller shall not use the Source Data for any purpose other than (i) rendering Services under this Agreement, and (ii) internally using Source Data to evaluate or improve Seller's proprietary technology. Seller shall not disclose the Advisory Intelligence to any third party in a way that identifies Buyer, the Monitored Equipment, or any design or performance metrics of either, without the written authorization of Buyer. Buyer remains responsible for the processing of the Source Data and need to provide clear instructions and guidance to Seller as to how Source Data shall be managed, analyzed, transferred, exported, archived or stored. If any personal Data were transferred with the Source Data, Buyer shall bear the entire responsibility and liability related to the transfer and processing of such Data considering that Personal Data shall not be included in the Source Data. Buyer agrees not to take any action that would limit Seller's independent development, sale, assignment, licensing or use of Seller's Software and technology underlying the Internet Advisory Site, or any improvement thereof. This Agreement does not provide Buyer with title or ownership of the Internet Advisory Site. Title to and ownership of the Internet Advisory Site and the Advisory Intelligence and all versions, modifications, and enhancements thereof, shall at all times remain with Seller, subject only to the rights and privileges expressly granted to Buyer herein.

11.5 Term and Termination. The Managed Services shall automatically be renewed for successive one (1) year renewal terms unless a party provides the other party with written notice of its intent to not renew at least thirty (30) days prior to the end of any term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. Upon a material breach of this Agreement, and in addition to any other remedies it may have at law or in equity, Seller may (a) deny access by Buyer to the Internet Advisory Site, (b) refuse to generate Advisory Intelligence, (c) declare all obligations immediately due and payable and/or (d) terminate this Agreement immediately.

11.6 Additional Disclaimer of Warranties and Liability. Seller does not and cannot control the flow of data to or from Seller's network and other portions of the Internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Buyers' connections to the Internet (or portions thereof). Although Seller will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Seller cannot guarantee that such events will not occur. **ACCORDINGLY, SELLER DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATING TO SUCH EVENTS.** While the Internet Advisory Site provides advisory information regarding equipment condition, it is virtually impossible to guarantee that each and every fault condition can be foreseen or detected. **THEREFORE, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES THAT ANY PARTICULAR FAILURE OR CONDITION OF THE MONITORED EQUIPMENT WILL BE DETECTED OR ANY PARTICULAR AMOUNT OF ADVANCE WARNING OF AN IMPENDING FAILURE WILL BE PROVIDED** and Buyer shall indemnify Seller from and against any and all claims brought by a third party, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from defective monitored equipment that would not have been detected as faulty equipment by the monitoring software. The Remote Monitoring Services provide Advisory Intelligence but do not perform any automated control, and Seller has no control over decisions made or actions taken on the basis of any such generated information. Seller makes no guarantees of the accuracy of the Advisory Intelligence with respect to actual equipment faults or events. Buyer assumes total responsibility for Buyer's use of the Internet and of the Internet Advisory Site and the Advisory Intelligence. **THEREFORE, BUYER BEARS THE ENTIRE RISK OF ANY LIABILITY ARISING OUT OF OR RELATING TO THE USE OF THE ADVISORY INTELLIGENCE [WHETHER ACCURATE OR OTHERWISE].**

PROJECT SPECIFIC TERMS AND CONDITIONS

Payment schedule

Where the Parties have agreed upon a payment schedule all payments shall be due and paid in accordance with such payment schedule. Seller shall not be prevented from issuing an invoice and shall be paid by Buyer in accordance with such payment schedule, even if performance and/or acceptance of the milestone or services is delayed due to any reasons not solely attributable to Seller or its subcontractors, including but not limited to (i) a failure by the Buyer to execute any of its obligations in accordance with the Contract, (ii) Buyer delays and/or (iii) requests by Buyer for changes, variation or additional information which affect the performance and/or schedule of the project. In case of changes or event impacting Project performance or schedule, Seller shall be authorized to invoice and get paid as of date of occurrence of this change or event.

Input Freeze and design freeze:

The Buyer shall provide on the dates set forth in the Proposal or if no such dates are set forth at such a date so as to allow Seller to perform its own obligations as set forth in the Proposal, any approval, instruction, material, civil works, access to site, the right for Seller to use all necessary third parties' software or third parties' products or any other thing which may be required in relation to the performance of Seller's obligations and which is not expressly stated to be Seller's responsibility. As such, and among other elements, the Buyer undertakes to provide Seller, within a period as set forth in the Proposal or if no such dates are set forth in the Proposal, at such a date considered by Seller to allow Seller to perform its own obligations as set forth in the Proposal, with all necessary technical data and information (hereinafter "Input Freeze") and particularly those of the exterior elements not to be provided by Seller, and which will have to be connected or interfaced with the Products or if no such dates are set forth in the Proposal, at such a date considered by Seller to allow Seller to perform its own obligations as set forth in the Proposal, then the Supplier shall be compensated in terms of cost and delay.

All documentation, such as documents, design and drawings sent for approval to the Buyer shall be deemed approved by the Buyer one (1) week after date of receipt thereof by the Buyer (hereinafter "Design Freeze"), unless the Buyer has, within such one week period, expressly refused to approve them. Mere comments without an express refusal to approve shall not be considered as a refusal to approve.

Should the documents and drawings sent for approval to the Buyer not have been approved within this period of one week after date of receipt thereof by the Buyer, Seller shall then reserve the right to modify the delivery time.

Should there be any modifications to the Products requested by the Buyer, after Design Freeze (i.e. after approval of the documentation, documents or drawings), Seller shall be compensated in terms of cost and delay, if any, against due justification.

Any authorization, license or approval required from any regulatory authority for which Seller is not expressly made responsible in the Contract shall be obtained by the Buyer at the date set forth in the Proposal or if no such date is set forth at such a date so as to allow Seller to perform its own obligations as set forth in the Proposal.

GLOBALCARE SUPPORT SPECIAL TERMS AND CONDITIONS

1. GlobalCare Support Services. With respect to the Software (as defined in the underlying Software License Agreement) licensed Seller and listed on Buyer's GlobalCare Support Program Certificate ("GlobalCare Certificate") Seller shall provide GlobalCare Support Services as detailed in the applicable customer support guide ("Customer Support Guide") and as provided below.

1.1 Telephone Support. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Buyer, Seller will provide support consultation to Buyer regarding use and operation of the Software. Such consultation may occur via telephone or web-based communication.

1.2 Problem Solving. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Buyer, Seller technical personnel will be assigned to attempt correction of problems in the GE Software discovered by Buyer and reported to Seller in sufficient detail to permit Seller to reproduce such problems. Buyers are advised that remote access trouble-shooting tools may be called for in order to assist efforts to correct problems, and that such efforts may be impaired if the Buyer is unable to accommodate the use of such tools. Corrections made by Seller to such problems will be available to Buyer as provided in the Customer Support Guide. Seller's obligation shall be to use its reasonable efforts to correct such problems; however, Seller does not warrant or guarantee that all such reported problems or questions will be corrected or resolved. In the event a reported problem is determined to be of Buyer origin, Seller may bill Buyer at Seller's then-current per diem rates for any time expended in an effort to correct such problem.

1.3 Enhancements. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Buyer, Seller will provide Buyer with notice of all Service Pack enhancements, Software improvements and version upgrades ("Service Packs, SIMs and Upgrades"). Seller reserves the right to charge for significant new product functionality introduced in major product releases ("Major Feature"). Major Features are licensed separately and will be additional to the base configuration that Buyer is already licensed to use. Service Packs, SIMs, and Upgrades, if provided, shall be for the quantity of registered Software systems on site. Service Packs, SIMs, and Upgrades apply only to the Software and do not include any updates, enhancements, service packs, or upgrades to the operating system or other Software.

2. Software License Terms. All Service Packs, SIMs, Upgrades, and other such supporting materials furnished to Buyer hereunder shall be considered part of the Software and subject to all the terms and conditions of the underlying Software License Agreement.

3. Conditions of Service. Seller shall not be required to provide support relating to problems or issues arising from (i) modified or abnormal operating conditions, (ii) Buyer's use of the Software in a manner for which it was not designed, (iii) damage to the computer on which the Software is installed, (iv) Buyer's negligence, misuse or modification of the Software or its configuration (including SQL), (v) versions of the Software other than those designated in the applicable Customer Support Guide, (vi) systems that do not meet the specifications or configurations, if any, specified by Seller, (vii) effects of external systems (network, data feeds, shared/virtual hardware, other products), (viii) Buyer failure to keep current with backups, virus protection, operating system/database patches, or other IT best practices, or (ix) accessing the Software or data except through the official API. Buyer must consult with Seller before performing any upgrades on any third party Software required to run the Software.

4. Term, Renewal and Termination. GlobalCare Support dates of service will be as stated on GlobalCare Certificate. Provided that Seller has not given Buyer written notice of its intent to alter, discontinue, or refuse to renew any GlobalCare Support Services at least one year in advance of expiration of the then-current term, Seller shall notify Buyer that the then-current service period is ending and provide Buyer with a quote for renewal, no less than thirty (30) days prior to expiration of the then current service period. Payment for GlobalCare Support Services is required in advance, without right of refund even in case of Termination. Timely purchase and payment of the applicable yearly service fee shall extend GlobalCare Support Services. If an order or payment is not received as set forth herein, GlobalCare Support Services will be terminated, and Buyer will be placed on inactive status. Buyer may reactivate GlobalCare Support Services thereafter by paying a re-instatement fee. GlobalCare Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

5. Use of Technical Information. With respect to any technical information that Buyer may provide to Seller in connection with the GlobalCare Support Services, Seller may use such information for the limited purposes of writing and posting technical notes or knowledge articles or compiling aggregate data, for internal use only, on the frequency and type of support services requested. Seller will not utilize such technical information in any form that personally identifies Buyer.

*GlobalCare is a trademark of GE Intelligent Platforms, Inc.

PREDIX SPECIAL TERMS AND CONDITIONS

Predix means the hosted platform and the hosted application service offerings described on Predix.io.

The additional terms and conditions applicable to the purchase of services related to Predix and use of Predix can be found at the following link:

<https://www.predix.io/global>

CLOUD COMPUTING SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions:

"Aggregate Information" means any information or data (other than payment card information) derived from Consumer Information or from Buyer's interaction with the Cloud Computing Services, which is not specific to a person, does not refer to or identify any specific person, and cannot be used, alone or in conjunction with other information, to identify any specific person or entity.

"Cloud Factory Device" means the hardware unit Equipment as defined in the specifications of the Cloud Computing Guide, provided by GE pursuant to a Proposal/Purchase Order for the purpose of collection of machine /process data and the transmission of this data to the server in order to provide the Cloud Computing Services. For so long as a Buyer purchases Cloud Computing Services, GE shall provide Buyer with a Cloud Cloud Factory Device in accordance with the terms of the applicable Commercial Proposal. In the event of a conflict between the terms of this Appendix E specifically with respect to the Cloud Factory Device and the main terms and conditions with respect to equipment more generally, the terms of this Appendix E shall control.

"Cloud Computing Related Products and Services" means products and/or services offered by third party providers, some of which may be identified separately but integrated within GE's website, related to the Cloud Computing Services. Cloud Computing Related Products and Services may include implementation, customization and other products and/or services related to Buyer's use of the Cloud Computing Services and applications that work in conjunction with or extend the Cloud Computing Services.

"Cloud Computing Services" means the provision of GE's proprietary software and related Products and Services offered by GE as set forth in the Commercial Proposal.

"Consumer Information" means name, mailing address, telephone number, e-mail address, credit card information, order and order processing information and any other non-public, identifying information available to GE as a result of use of the Cloud Computing Services by consumers. Consumer Information does not include (i) any information that either GE or the Buyer has the right to use and which is obtained from consumers other than through transactions contemplated under this Agreement or (ii) Aggregate Information.

"Buyer Data" means all electronic data or information submitted by Buyer or Users to the Cloud Computing Services.

"Policies" means GE's published guidelines and policies applicable to the Cloud Computing Services, including, but not limited to the *Cloud Computing Guide*.

"Support Services" means the product support services set forth in the *Cloud Computing Guide* (the "Support Description"), as such Support Description may be updated from time to time by GE.

"Users" means Buyer's employees, contractors, consultants, agents or customers who are authorized to use the Cloud Computing Services, have received adequate training regarding use of the Cloud Computing Services and have been supplied a user identification and password by Buyer.

2. Cloud Computing Services.

2.1 Provision. Subject to Buyer's compliance with the terms and conditions of this Agreement and payment of all applicable fees due hereunder, GE will permit Buyer to access and use the Cloud Computing Services during the term of the applicable Commercial Proposal, Statement of Work, or other order documentation executed by Buyer and GE. GE will provide the Cloud Computing Services in accordance with all applicable Policies. GE reserves the right to revise or add to its Policies from time to time by posting a notice to the Web site relating to the Cloud Computing Services. Policies shall apply upon posting on the Web site. By continuing to use the Cloud Computing Services after the date of such notice, Buyer shall be deemed to have accepted the revised Policies. GE may change, discontinue, or deprecate any of the Cloud Computing Services or change or remove features or functionality from time to time. If a material change made by GE has a materially adverse impact on Buyer's use of the Cloud Computing Services, Buyer shall notify GE and permit GE to propose a resolution or work-around. If Buyer is not satisfied with such resolution or work-around, then Buyer may terminate its subscription to the affected Cloud Computing Services.

2.2 Buyer Obligations. Buyer is responsible for all activities that occur under Buyer's User accounts. Without limiting the foregoing, Buyer will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Buyer Data and Consumer Information; (ii) use commercially reasonable efforts to prevent unauthorized control or tampering or any other unauthorized access to, or use of, the Cloud Computing Services or the systems operated by or on behalf of Buyer that capture, store or transmit Buyer Data and Consumer Information, and notify GE immediately of any unauthorized use or security breach; (iii) comply with all applicable local, state, federal, and foreign laws (including laws regarding privacy and protection of Consumer Information) in using the Cloud Computing Services; (iv) provide notice and obtain any consents reasonably required or necessary for the use, storage, transferring and obtaining of Consumer Information; (v) obtain and maintain all computer hardware, software and communications equipment needed to access the Cloud Computing Services and pay all access charges (e.g., ISP fees) incurred while using the Cloud Computing Services; (vi) have sole responsibility for the accuracy and technical operation of Buyer Data; (vii) properly handle and process notices sent to Buyer (or any of its Users or affiliates) by any person claiming that Buyer Data violates such person's rights, including copyright notices pursuant to the Digital Millennium Copyright Act; and (viii) be responsible for providing a suitable and reasonably adequate Internet connection for the transmission of the data necessary to enable the Cloud Computing Services, including but not limited to, a suitable and sufficient Internet connection, domain name server, single sign on protocol, power and electrical load, suitable hardware (except Cloud Factory Device), data sources (ERP/PLM/QMS) and to be able to make reasonably available competent resources to trouble shoot problems that arise. If Buyer becomes aware of any violation of this Agreement by a User, Buyer shall immediately terminate such User's access to the Cloud Computing Services.

2.3 Restrictions on Use. Buyer will use the Cloud Computing Services solely for its business purposes as permitted by this Agreement and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Cloud Computing Services or make the Cloud Computing Services available to any third party, other than as expressly permitted by this Agreement; (ii) interfere with or disrupt the integrity or performance of the Cloud Computing Services or the data contained therein; (iii) attempt to gain unauthorized access to the Cloud Computing Services or its related systems or networks; (iv) remove, alter or obscure any proprietary notices associated with the Cloud Computing Services; (v) disassemble, reverse engineer, decompile, or otherwise attempt to learn any source code or underlying functionality of the Cloud Computing Services; (vi) make, publish, distribute or otherwise create derivative works based upon the Cloud Computing Services; (vii) share with or make available to any unauthorized party any credentials used in connection with a User account; or (viii) utilize the Cloud Computing Services in order to (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful, unsafe, malicious, abusive or tortious material, including material harmful to children or violative of third party privacy rights. Buyer will ensure that it remains at all times in compliance with the applicable License Restrictions. If Buyer's usage exceeds any applicable License Restriction that is not monitored by GE, then Buyer must promptly notify GE and obtain the appropriate license to cover such additional usage.

2.4 Cloud Computing Related Products and Services. GE does not provide any warranties, guarantees or indemnification regarding any Cloud Computing Related Products and Services, whether or not such products or services are designated by GE as "certified," "validated" or otherwise. Any purchase, license, exchange of data or other interaction between Buyer and any Cloud Computing Related Products and Services is solely between Buyer and the providers of such Cloud Computing Related Products and Services.

2.5 Cloud Factory Device

If a Cloud Factory Device is lost, stolen, damaged or destroyed, the Buyer may issue a Purchase Order for a replacement unit as defined in the Proposal without extending the term of this Agreement.

GE has the right to remotely access any Cloud Factory Device in order to apply critical software updates. Such updates will be applied in coordination with Buyer with Buyer prior information. GE has the right to remotely administer the Cloud Factory Devices.

3. Specific Intellectual Property Rights

Subject to the terms and conditions of this Agreement and Buyer's timely payment of all amounts due, GE grants Buyer and its Users a limited, worldwide, revocable non-exclusive, non-transferable, non-sublicenseable right to access and use the Cloud Computing Services.

As between GE and Buyer, Buyer owns all right, title and interest in and to any trademarks, trade names, service marks, or logos of Buyer, any Buyer Data and any Consumer Information. Buyer Data and Consumer Information will be considered Confidential Information of Buyer subject to the terms of this Agreement. Buyer hereby grants GE a non-exclusive, irrevocable, perpetual, worldwide, royalty-free right to access and use (i) Buyer's User accounts, including Buyer Data and Consumer Information, solely in connection with performing the Cloud Computing Services, the related services and (ii) Aggregate Information for research, marketing and other purposes reasonably required to develop, deliver and provide ongoing innovation to the Cloud Computing Services. For the avoidance of doubt, GE also has the right to use (or allow its affiliates to use) analytics to identify statistical patterns and evaluate the performance of the Cloud Computing Services using Aggregate Information. GE and/or its affiliates may extract information from Aggregate Information and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. As between GE and Buyer, GE will own all right, title or interest in or to any information, Products, Services or intellectual property arising from the data and analytics research and development activities.

Buyer may voluntarily, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to GE with respect to the Cloud Computing Services (collectively, "Feedbacks"). Except as otherwise set forth in a separate, subsequent written agreement between the Parties, GE will be free to use, disclose, reproduce, license or otherwise distribute and exploit all Feedbacks as it sees fit, without obligation or restriction based on intellectual property rights, confidentiality, or otherwise. Buyer will not give any Feedback that is subject to license terms or restrictions that purport to require any GE technology, service, product or documentation incorporating or derived from such Feedback, or any GE intellectual property, to be licensed or otherwise shared with Buyer or any third party.

4. Additional Cloud Computing Services warranties and disclaimers.

4.1 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.1 AND THIS SECTION 6, GE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. GE DOES NOT REPRESENT OR WARRANT THAT: (I) THE SERVICES WILL MEET BUYER'S BUSINESS REQUIREMENTS; (II) THE CLOUD COMPUTING SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE; (III) ALL DEFICIENCIES IN THE CLOUD COMPUTING SERVICES CAN BE FOUND OR CORRECTED; OR (IV) THE CLOUD COMPUTING SERVICES WILL BE FREE FROM ERROR OR INTERRUPTION CAUSED BY CYBER ATTACKS, OR THAT GE WILL BE ABLE TO DETECT OR BLOCK ALL CYBER-ATTACKS, MALICIOUS OR OTHERWISE, FROM INTERFERING WITH BUYER'S USE OF THE CLOUD COMPUTING SERVICES. GE WILL NOT BE RESPONSIBLE FOR: (A) ANY FAILURE TO MEET THE CLOUD COMPUTING SERVICES WARRANTY CAUSED BY BUYER'S OR ANY USER'S ACTS OR OMISSIONS OR INTEROPERABILITY OF SPECIFIC BUYER APPLICATIONS OR EQUIPMENT WITH THE CLOUD COMPUTING SERVICES; (B) LOSS OF DATA; (C) THE INABILITY OF BUYER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDED THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET; OR (D) SERVICE PROVIDED BY OTHER SERVICE PROVIDERS.

4.2 Indemnification. Buyer shall indemnify GE for failure to obtain the necessary consents for data collection and processing, for failure to comply with any applicable law relating to Buyer's implementation or use of the Cloud Computing Services, or for any third party claims based on Buyer's inaccurate or fraudulent description of the Cloud Computing Services or breach of security using the Cloud Computing Services. The Cloud Computing Services provide information but do not perform any automated control, and GE has no control over decisions made or actions taken on the basis of any such generated information. Buyer assumes total responsibility for Buyer's use and Customer's Buyers' use of the information provided. THEREFORE, BUYER BEARS THE ENTIRE RISK OF ANY LIABILITY ARISING OUT OR RELATING TO THE USE OF THE CLOUD COMPUTING SERVICES, OTHER THAN THE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

4.3 If a third party institutes a claim that any required or necessary consent was not obtained prior to Buyer's collection or use of Consumer Information, Buyer will (i) defend GE against any such claim at Buyer's expense and (ii) pay all damages and costs finally awarded or any settlements entered into by Buyer.

4.4 GE will have no obligation to indemnify Buyer in connection with an infringement claim with respect to third party claims or causes of action based on (1) Buyer Data, (2) Buyer's modification of the affected Service or its combination, operation or use with any product, data or system not specified in the Documentation or otherwise approved by GE.

5. Suspension and Effects of Termination.

5.1 Suspension. Without limiting its termination rights, GE may suspend Buyer's right to access or use any portion of the Cloud Computing Services if Buyer's or a User's use of the Cloud Computing Services: (a) may pose a security risk to the Cloud Computing Services, (b) may adversely impact the Cloud Computing Services or the systems or services provided to any other customer, (c) may be fraudulent, (d) may subject GE or its affiliates or any third party to liability, or (e) is rendered impossible or impractical as a result of any requirement of any law or judicial order. During any period of suspension, GE may suspend or cancel the processing of Buyer Data and Buyer will remain responsible for all fees charged or incurred through the date of suspension and any subscription fees during the period of such suspension, unless GE suspended the Cloud Computing Services as a result of subsection (e).

5.2 Effect of Termination. In case of Termination, provided that Buyer has paid all fees due hereunder and for an additional fee, GE will make available to Buyer a facility for exporting Buyer Data following a request by Buyer made within 30 days of the effective date of termination. After such 30-day period, GE will have no obligation to maintain or provide any Buyer Data and may thereafter delete all Buyer Data in its systems or otherwise in its possession or under its control. The following provisions will survive the termination or expiration of this Agreement and will remain in effect after any such termination or expiration: Sections 2 and 6 of this Appendix.

Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: **Renee S. Nelson**

Date: **March 7, 2017**

WHEREAS, the City of York, York County, desires to enter into a no cost Railroad Reimbursement Agreement with York Railway Company; and

WHEREAS, this Agreement is required as part of the federally funded York City Bike Lane project that will cross a railroad crossing on East King Street.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into a Railroad Reimbursement Agreement, a copy of which is attached hereto and made a part hereof, for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____

Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

Dianna L. Thompson-Mitchell
CITY CLERK

EFFECTIVE DATE _____
COUNTY: York County
MUNICIPALITY: City of York

AGREEMENT NO.:
FID NO.: 23-3020808
SAP VENDOR NO.: 179982-002
MPMS NO.: 102397

RAILROAD REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made by and between the City of York, York County a political subdivision duty and property formed under the Laws of the Commonwealth of Pennsylvania, acting through its proper officials ("SPONSOR")

and

York Railway Company, a Corporation with its principal offices located at 2790 West Market Street, York, PA 17404, hereinafter called Railroad, collectively referred to as Parties.

WITNESSETH:

WHEREAS, as part of its maintenance responsibility the City of York proposes to install bicycle lane that along East King Street that crosses railroad in the City of York in York County, in accordance with the City-approved plans identified as York City Bik Lanes, hereinafter referred to as the "Project";

WHEREAS, the Project is eligible for financing with Federal Highway funds, under Federal Project Number T084-222-M30E;

WHEREAS, all construction work performed pursuant to this Agreement must comply with the Buy America provisions in 23 U.S.C. § 313 and 23 CFR § 635.410 and the Steel Products Procurement Act, 73 P.S. § 1881 et seq.;

WHEREAS, the Parties agree that 23 CFR Parts 140 and 646 are incorporated herein by reference as well as in the City's contract for the Project;

WHEREAS, the tracks of the Railroad are located at-the grade of the highway at approximately Railroad milepost 00.53 having DOT No.: 854 641 R;

WHEREAS, the Pennsylvania Public Utility Commission (PUC) has exclusive jurisdiction over all rail-highway crossings in the Commonwealth of which this Project is subject to any existing and future Orders which may set forth cost allocations, work to be performed, and maintenance responsibilities;

WHEREAS, the City of York has agreed to initially reimburse the Railroad for 100% of

its actual costs of protective services for the Project (said services hereinafter referred to as "Construction Work");

WHEREAS, the Railroad agrees as part of the Construction Work to furnish and maintain any flagmen, watchmen, construction inspectors and/or engineering services that may be deemed necessary to protect and safeguard its railroad facilities and the operations of the railroad during the time the City's contractor is actively working on or adjacent to the railroad property;

WHEREAS, there will be no adjustment of the Railroad's existing facilities as part of the Project;

WHEREAS, the City inspection of recovered materials will not be required since there will be no adjustment of the Railroad's existing facilities as part of the Project;

WHEREAS, the City's contractor for the Project will be required to obtain and carry the necessary Railroad insurance in accordance with the Railroad's specified amounts as further described and attached hereto and made a part of Exhibit "A"; and,

WHEREAS, the City and the Railroad desire to more fully set forth in detail the work, material and labor with respect to the Construction Work to be performed by the Railroad, and the costs thereof, estimated to be \$1,800.00, further described and itemized on Exhibit "A" entitled Railroad Force Account Estimate.

NOW, THEREFORE:

For and in consideration of the premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

1. Construction Work: The Railroad agrees to perform Construction Work to (i) enable the City to complete the Project, and (ii) not unreasonably delay the City's construction schedule.

2. Cooperation: The Railroad and the City agree to or have their contractors cooperate so as to coordinate their respective schedules in an effort to not delay the completion of the Project.

3. Pennsylvania Prevailing Wage Act: Work performed under this agreement by any worker for any contractor or subcontractor for the Railroad may be subject to the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, as amended, 43 P.S. §§ 165-1 - 165-17; 34 Pa. Code §§ 9.101-9.112. The Railroad shall be responsible for obtaining correct guidance on whether or not prevailing wages are applicable to the work performed under this agreement. If prevailing wages are applicable, the Railroad shall insure that prevailing wages are included for all covered work in the specification bid proposal used to solicit bids to do the contracted work and the contracts for the project. If applicable, all contractors and subcontractors employing

workers under this agreement shall comply with the provisions of the Pennsylvania Prevailing Wage Act and its regulations. This shall include the required contract provisions found in 34 Pa. Code § 9.103. The Railroad can obtain prevailing wage rates and information about compliance through the following:

Bureau of Labor Law Compliance
1301 Labor & Industry Building
Seventh & Forster Streets
Harrisburg, PA 17120-0019
717-787-4671

www.dli.state.pa.us

(keywords “prevailing wage/apprenticeship” then
“prevailing wage determination request”)

The Railroad shall be responsible to maintain the documentation, particularly certified payrolls, showing compliance with the Prevailing Wage Act.

4. Reimbursement of Costs: The City agrees, subject to provisions of paragraph nine (9) hereinafter set forth, to initially reimburse the Railroad for its actual costs directly involved in the Project, which the Railroad estimates at \$1,800.00, further described on Exhibit A. It is understood and agreed that the Railroad may bill the City no more frequently than sixty (60) days or upon incurring Five Thousand (\$5,000.00) Dollars additional costs, whichever first occurs for any and all actual and approved costs within the scope of the said Project. Upon receipt of such verification and confirmation, the City will promptly pay the Railroad the entire amount of such periodic billings.

5. Automated Clearing House: The City will make payments to the recipient of the funding through the Automated Clearing House (“ACH”). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. A copy of the ACH enrollment form can be obtained online at

www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf.

6. Reimbursement and Audit Clause Compliance: The City's reimbursement to the Railroad as aforesaid shall be in accordance with the provisions of Federal Highway Administration's (FHWA) Federal-Aid Policy Guide (23 CFR) and any supplements and amendments thereto. The City will reimburse the Railroad without delay all the actual cost of the aforesaid work, upon receipt by the City of the Railroad billing and confirmation thereof by the City which may include, but not be limited to time sheets, material invoices and equipment records of the Railroad and/or others to substantiate the billing. The Railroad agrees to make its invoices and records available for audit and agrees to be bound by the terms and conditions of the audit clause attached hereto as Exhibit “B”.

7. Inspection and Approval of Work: That materials furnished and work performed under this Agreement will be subject at all times to the inspection and approval of the City, PUC and the FHWA and/or their duly authorized representatives.

8. PUC Proceedings: The Parties agree they will testify in any proceeding before the PUC in accordance with the terms of this Agreement and will submit this agreement to the PUC with the request it be incorporated into any order issued by PUC.

9. Compliance with PUC Orders: Should there be any conflict between this Agreement and any order of the PUC, the Parties agree to be bound by the lawful orders of the PUC on matters within its jurisdiction or the final determination by any proper Court on an appeal from said order or orders. In the event the PUC's order or final determination on appeal from said order as aforesaid directs the Railroad to bear its own costs for the said construction and/or protective service work for which the City initially reimbursed the Railroad, the Railroad agrees to promptly return such reimbursement to the City. Further, if sums initially paid to the Railroad exceed the actual cost for the Railroad's said construction and/or protective service, the Railroad agrees to promptly return all excess payments to the City.

10. Federal Funding: This Project is subject to and contingent upon the approval for eligibility of Federal Funds by the FHWA and failure to obtain such approval shall relieve the Parties of their obligations under this Agreement.

11. Right-to-Know Law: The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the York Railway Company shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “C” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the York Railway Company.

12. Cancellation, Abandonment, or Revision of the Project: It is further agreed that if, for any reason, the Project referred to herein shall be canceled, abandoned, or revised, in such a manner that the work described in this Agreement should be no longer required, in the opinion of the Secretary of Transportation, then in such event, the only amount which will be payable to the Railroad will be the actual and related indirect costs of the work actually completed at the time of notification by the City of the said cancellation, abandonment or revision, plus any additional expenses incurred by the Railroad in restoring its system to normal operation conditions.

13. Restrictions on Lobbying: Public Law 101-121, Section 319, 31 U.S. Code Section 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan or the entering into of any cooperative agreement. The Railroad agrees to comply with the Certification of Restrictions on Lobbying attached hereto as Exhibit “D” and made a part of this Agreement, which an authorized official of the Railroad has executed.

14. Amendments and Modifications: No alterations or variations to this Agreement

shall be valid unless made in writing and signed by the Parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as the original Agreement.

15. Titles Not Controlling: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

16. Severability: The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

17. No Waiver: Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other Parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

18. Independence of the Parties: It is understood by and between the Parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Railroad and the City, or as constituting the Department as the representative or general agent of the Railroad for any purpose whatsoever.

19. Assignment: This Agreement may not be assigned by the Railroad, either in whole or in part, without the written consent of the City.

20. Third Party Beneficiary Rights: The Parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

21. Notices: All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

22. Integration and Merger: This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

York Railway Company

Signature Date

by _____
Signature Date

Title

Title

DO NOT WRITE BELOW THIS LINE – FOR COUNTY USE ONLY

CITY OF YORK

BY: _____
James E. Gross

Title: Director of Public Works Date

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

Revised September 3, 2013

EXHIBIT C

1 of 2

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the Parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised September 3, 2013

EXHIBIT C

2 of 2

July 3, 2003

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

Exhibit D

Enclosure 1 to Management Directive 305.16 Amended

Page 1 of 1

Exhibit "A"

Railroad Force Account Estimate

County: York County
Municipality: City of York
Project: York City Bike Line
SR: (Local) E. King Street, Section: BKL
Work to be performed by York Rail
Date: 2/22/2017

TASK	COST
Construction Engineering	\$0.00
Flagging (5 days @ \$45 per hour)	\$ 1,800.00
\$45 x 8 = \$360.00	
\$360.00 x 5 = 1,800.00	
TOTAL COST:	\$1,800.00

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

December 3, 2003

**AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS
RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH AUDIT
REQUIREMENTS.**

The York Railway Company must comply with all federal and state audit requirements including: the *Single Audit Act, as amended, 31 U. S. C. 7501 et. seq.*; Office of Management and Budget (OMB) *Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended*; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the York Railway Company is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the York Railway Company is required to have an audit made in accordance with the provisions of OMB *Circular A-133*.

If the York Railway Company expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH.

The York Railway Company must submit copies of the audit report package to the Commonwealth, which shall include:

1. Data Collection Form.
2. Financial statements and schedule of expenditures of federal awards.
3. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs.
4. Summary schedule of prior audit findings.
5. Corrective action plan.
6. Management letter comments.

Enclosure 1 to Management Directive 325.9 Amended

Exhibit B

Page 1 of 2

The number of copies to be submitted shall equal one for the Bureau of Audits (archival copy) plus one for each Commonwealth agency which provided federal pass-through awards to the entity, as reflected in the entity's Schedule of Expenditures of Federal Awards. The audit report package should be submitted to the:

Office of the Budget/Bureau of Audits
Division of Subrecipient Audit Review
Verizon Tower – 6th Floor
303 Walnut Street
Harrisburg, PA 17101
Phone: (717) 783-9120
Fax: (717) 783-0361

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB *Circular A-133*.

GENERAL AUDIT PROVISIONS.

The York Railway Company is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the York Railway Company auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the York Railway Company.

Audit working papers and audit reports must be retained by the York Railway Company's auditor for a minimum of three years from the date of issuance of the audit report, unless the York Railway Company's auditor is notified in writing by the Commonwealth or the cognizant or oversight federal agency to extend the retention period. Audit working papers will be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the General Accounting Office.

Enclosure 1 to Management Directive 325.9 Amended

Exhibit B

Page 2 of 2

Council of the City of York, PA
Session 2017
Bill No.
Ordinance No.

INTRODUCED BY: **Henry Hay Nixon**

DATE: **March 7, 2017**

AN ORDINANCE

Amending the 2017 York City Budget appropriating additional revenue and expenditures for the Health Bureau-Safe and Healthy Communities, in the amount of \$121,000.00.

WHEREAS, the Health Bureau will be receiving subsequent funding from the State for Safe and Healthy Communities grant, and;

WHEREAS, the Finance Bureau has reviewed the 2017 Budget and has determined that the budget must be amended.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of York, Pennsylvania, that the City of York 2017 Budget is hereby amended in accordance with the attached schedule.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____, _____, _____, _____, _____

ATTEST:

Michael Ray Helfrich, President of Council

Diana L. Thompson-Mitchell, City Clerk

Presented to the Mayor for approval this _____ day of _____.

Approved: _____
Mayor Date

Vetoed: _____
Mayor Date

Session 2017
Bill No.
Ordinance No.

Account #	Description	Original Budget		Revised Budget	
		Revenue	Expense	Revenue	Expense
25-413-34010-10015	Health Grant-Safe and Healthy Communities	226,000.00		347,000.00	
25-413-40010-10015	Salaries		66,078.00		66,078.00
25-413-41010-10015	FICA		5,055.00		5,055.00
25-413-43010-10015	Travel		4,750.00		4,750.00
25-413-43190-10015	Central Service Allocations		4,850.62		4,850.62
25-413-43191-10015	Info Systems Allocations		5,069.37		5,069.37
25-413-43192-10015	Human Resources Allocations		1,964.42		1,964.42
25-413-43193-10015	Insurance Allocations		46,796.63		46,796.63
25-413-43194-10015	Business Administration Allocations		10,485.90		10,485.90
25-413-44010-10015	Postage/Shipping		250.00		250.00
25-413-44020-10015	Printing/Binding		1,250.00		1,250.00
25-413-44030-10015	Association/Conference Fees		1,500.00		1,500.00
25-413-44170-10015	Building Rent		6,400.00		6,400.00
25-413-44180-10015	Vehicle/Equipment Rental		1,000.00		1,000.00
25-413-44400-10015	Other Contractual Services		35,000.00		121,000.00
25-413-45020-10015	Office/Data Processing		750.00		750.00
25-413-45300-10015	Other Supplies/Materials		37,000.00		72,000.00
Total		226,000.00	228,199.94	347,000.00	349,199.94

**The Food Trust
Project Scope
Penn Market, City of York, PA
February 22, 2017**

Introduction

Penn Market is York, PA's oldest farmers market and has been continuously operating since 1866. It is one of two remaining traditional public markets in the city of York, PA. Housed in an impressive historic structure, Penn Market was thriving and attended by area farmers with full occupancy through the 1990's. Over the past couple of decades, however, Penn Market's vendor occupancy has dwindled and in 2015, a Friends of Penn Market and Board of Directors were formed to help revive the market.

The ownership of Penn Market recently changed hands in October 2016 and it is currently under the leadership of the City of York's Redevelopment Authority. In anticipation of this project and as a result of The Food Trust's past support to the City of York for planning the revitalization efforts at Central Market, several staff from The Food Trust visited York, PA in March 2016. The team met with Shilvosky Buffaloe and Nikky Davis from York's Department of Economic and Community Development, visited Central Market, Penn Market, and New Eastern Market, and met briefly with other City staff and several key Penn Market vendors.

Penn Market is located at the intersection of three communities and is a convenient, stable source of fresh healthy food for market customers, especially for vulnerable populations with lower incomes and/or limited access to transportation. Up to 45% of residents living within a half-mile of Penn Market do not have access to a vehicle and 25% of Penn Market sales are generated by customers using SNAP/EBT. In addition to the market being an outlet for healthy food, there is a desire to preserve and boost awareness of Penn Market's place in York's history, culture, and economic vitality.

To these ends, The City of York asked The Food Trust to provide detailed and evidence-based recommendations to guide the use of Penn Market to strengthen and secure its place and identity in the City of York. A separate firm will be focusing on the capital improvements plan, while The Food Trust's recommendations will focus on assessing the competitive landscape, conducting a market analysis, and surveying the community, vendor, and stakeholder needs to determine whether the market can thrive as a public farmers/vendors market, or whether the City of York should consider alternate strategies for the building and space. And if so, The Food Trust will make recommendations regarding the optimal use of and programming within the market itself, including vendor mix, shared community and/or commercial uses, the convenience store, and supportive programming.

In addition, the City of York desires a high level scan of healthy food access policy and program initiatives within and impacting the City. This plan will identify key existing efforts and provide high-level recommendations to help guide needed policy changes and program support.

Our Capacity

The Food Trust was founded in 1992 and is a nationally recognized nonprofit working to ensure that everyone has access to healthy, affordable food and the information to lead healthy lives. The Agency works at both the community and public policy levels, with neighborhoods, schools, grocers, farmers and policymakers, to address the complex issues that lead to food insecurity and achieves its mission through a comprehensive approach to improved food access that combines nutrition education and greater availability of affordable, healthy food across a variety of settings.

One of The Food Trust's oldest programs is its farmers market program which began in 1993. Today the Agency operates the largest network of farmers' markets in Philadelphia, with most markets in underserved neighborhoods. All 25 markets citywide accept SNAP benefits and Food Bucks, encouraging low-income shoppers to increase their consumption of fresh fruits and vegetables and the markets provide an estimated 450,000 customers with access to affordable, locally grown produce annually. The Food Trust also developed and currently operates Philadelphia's largest outdoor farmers market --- Headhouse Farmers Market, which is housed under a historic market shed that was originally built in the late 1700's. To launch Headhouse Market, The Food Trust worked with a committee of over 30 stakeholders to secure the location, curate a compelling vendor mix, develop market operating guidelines, and a promotion plan. The Food Trust's offices were originally located in historic Reading Terminal Market, where many of its programs were developed and launched, and to this day the Agency's initiatives such as farm to institution, school education, and corner store programs work to connect consumers of all ages to local farmers and food producers. The Food Trust also helped to develop Lancaster Central Market's Master Plan, where The Food Trust lent its expertise in areas of market operations and management, as well as coordinating and analyzing surveys that informed the planning process.

The Food Trust also has experience working with brick and mortar businesses and launched the first healthy corner store initiative in 2009 in Philadelphia. The program has since expanded to statewide efforts throughout Pennsylvania, New Jersey, Wilmington, Delaware, and San Jose, California. The Agency has supported healthy food retail programs in rural and urban areas from California to Maine, and provides a suite of in-store marketing, nutrition education, and community-clinical linkages programming, as well as incentive strategies to promote the purchase and consumption of fresh fruits and vegetables.

The Food Trust worked with York Central Market's leadership prior to the Market's relaunch to provide market operations, business planning and evaluation research services. The Food Trust conducted in-depth key informant interviews and focus groups, reviewed market activity and operations and identified challenges and opportunities that helped to inform York Central Market's revitalization efforts and continued successful operation of the market.

The Food Trust has also become a trusted provider of comprehensive strategic planning and consulting support to nonprofit organizations, federal agencies, and health foundations to guide healthy food access investment strategy and support innovation in the field. Our portfolio builds on our expertise leading program and policy initiatives in the Philadelphia region and nationwide to expand access to affordable, healthy foods and the information to make healthy decisions. From facilitating half-day strategic planning sessions with board members and leadership teams to supporting the design and launch of extensive, city-wide healthy food access programs in large cities, The Food Trust tailors our consulting services to meet the needs of each funder and

provides tailored solutions for each community. Examples of our recent strategic planning projects include:

- **Healthy Eating in Kansas** – The Food Trust was engaged by the Kansas Health Foundation to support the foundation in a strategic planning effort to guide investment in healthy eating initiatives in the state. The Food Trust facilitated input from board members, key stakeholders, grantees, leadership staff, and major cross-sector partners throughout the state to identify existing program and policy initiatives statewide, consider the foundation's goals and strengths, and develop a strategic plan for KHF's investment in supporting healthy eating for all Kansans. The recommendations have directly led to several major investments in the state involving significant policy and program efforts, as well as the establishment of a new healthy food retail center at Kansas State University.
- **Dallas Healthy Corner Stores** – The Food Trust was invited by Children's Health and Children at Risk to lead the largest strategic planning effort ever undertaken to plan a comprehensive, city-wide healthy corner store initiative in the City of Dallas. Facilitating input from City officials, key stakeholders, over 50 local partners, community members and grassroots community groups, through workshops, community meetings, surveys, mapping, and more than 400 hours in the field, The Food Trust's efforts will form the basis of a new, innovative healthy corner store program and auxiliary healthy food access program and policy supports.
- **San Jose Good. To Go. Program** – The Food Trust was hired by The Health Trust in San Jose, CA to help this health foundation establish and launch a comprehensive healthy food access program in the city of San Jose using foundation investment as well as private grant dollars. Informed by the foundation's capacity and strategic interests along with input from key stakeholders and partners, The Food Trust helped design the Good. To Go. healthy food access program three years ago, which has been expanded each year and now serves as the cornerstone of the foundation's food access efforts. Furthermore, The Food Trust currently leads the implementation of the Good. To Go. healthy corner store initiative.

Scope of Services

There are two related, but separate efforts covered by this proposal. The first relates to planning for York's Penn Market. The second for strategic planning for York's food access policy and program efforts. Each will be presented in turn.

York Penn Market Planning

The goal of The Food Trust's consultancy with the City of York's Department of Economic and Community Development team is to determine whether market conditions, the competitive retail landscape, and community and stakeholder needs warrant the continued use of Penn Market as a public farmers/local vendors market, and if so, provide detailed recommendations regarding the use of the market to this end. The Food Trust expects meeting with the City of York mid-point during the project where we will collectively review preliminary findings and make a joint decision regarding continuing the planning of Penn Market; should the group agree it is advisable to proceed, The Food Trust will summarize detailed findings and recommendations to the City of York's Department of Economic and Community Development in a final report and presentation.

To determine Penn Market's context within the York community, The Food Trust will conduct interviews and focus groups with stakeholders (including City of York and local partners), community members, and current vendors at Penn Market (to determine experiences and needs with this specific market) as well as Central Market (to support a SWOT analysis and help inform best practices). The Food Trust will also engage consultants as needed to support the market analysis of the surrounding area's consumer purchasing trends and retail landscape, as well as serve as an external expert advisor throughout the project.

Objectives for the proposed scope of work, to be completed between March and December, 2017 are:

- **Conduct a scan of current thriving public markets**, including Central Market (York), Reading Terminal Market (Philadelphia), Eastern Market (Detroit), and 2-3 other markets in the country. This will help identify best practices and new, innovative uses of market spaces, such as community kitchens, agriculture, and health services. This will inform discussions with stakeholders and community members, as well, regarding possibilities for the Penn Market space.
- **Complete key informant interviews with leaders from Penn Market and the surrounding community**: The Food Trust will conduct phone and face-to-face interviews with individuals and partners connected to Penn Market and/or closely involved in community development work around the market. The focus of the interviews will be on determining the vision, needs, and capacity for change at Penn Market.
- **Conduct resident surveys** to profile customers frequenting Penn Market and not currently shopping at Penn Market to determine the community's high-level needs related to the market. The Food Trust will seek to obtain a sample of current shoppers at Penn Market, current shoppers at Central Market, and area residents (who may or may not shop at either market currently).
- **Research area demographics, conduct area market analysis, and mapping**: The Food Trust will work with consultants to provide a market analysis of the surrounding area to identify insights on patterns of retail, consumer purchasing power, and leakage. We will also map the retail landscape of the surrounding area to help visualize market competition and community needs.
- **Preliminary Meeting**: With the results of the market analysis and mapping, as well as case studies from other markets as well as results of surveys, The Food Trust will meet with City of York to review these findings and make recommendations regarding market use. Should the group determine that it makes sense to proceed with the planning project for Penn Market, high-level areas of use for the market will also be discussed, to rule in – or out – potential uses such as community kitchen, commercial space, community services, sale of fresh and prepared foods, food retail/cstore use, aquaponics, health services, and other uses. This will help narrow the focus of the subsequent analysis.
- **Conduct focus groups to extend customer outreach and learn more about the perceived role and desired use of Penn Market in the community**: The Food Trust will conduct a series of focus groups with current Penn Market vendors, vendors at Central Market, community members, City officials, and market stakeholders. Detailed

analysis will elucidate barriers, opportunities, and innovations/uses to consider, and will help inform vendor mix and market use.

- **Analyze an appropriate vendor mix for the market:** The Food Trust will catalog the current mix of vendors and products at the market that include fruits, vegetables, meats, dairy products, baked goods, prepared foods and more. Based on research, surveys, and focus groups conducted, we will recommend an appropriate vendor and product mix for the market to reflect the needs of the community and optimal uses of the market to support its economic viability.
- **Identify and present key findings in a summary evaluation report in order to inform business strategies and customer outreach:** The Food Trust will compile findings into a comprehensive report that identifies results of all analysis and data collection, and provides detailed recommendations regarding the vendor mix, uses, and supports needed for Penn Market.
- **Present progress updates and consult with the York Market leadership and planning team on an ongoing basis:** The Food Trust welcomes input from Penn Market on all phases of the project. We anticipate that work will proceed in an iterative process of drafting and refining work based on feedback from the Penn Market team.

York Strategic Planning

In addition, The Food Trust will conduct a high-level scan of existing program and policy efforts aimed at or related to expanding access to healthy food and addressing food insecurity in York, and will interview cross-sector partners (academia, public health, food bank, business leaders, WIC, etc.) to help identify gaps and opportunities. The Food Trust will ensure that stakeholder interviews are well coordinated with stakeholder interviews and meetings for the Penn Market study in order to efficiently use their time as well as funding dollars for this effort. The Food Trust will make high-level recommendations regarding strategies at the policy and program level to more effectively streamline funds and to better advance healthy and equitable food access in York.

High-Level Scan of Existing and Planned Programs/Policy Efforts – We will conduct a scan using documents provided by the City, existing online and written resources, information provided by partner networks, and information collected via stakeholder interviews (see above and below) to identify current (and planned to the extent known) key/major food access program and policy initiatives in York. For each, information will be collected regarding the local partner(s) involved, type of work, description, goals, and as appropriate any notes related to the effort/policy's alignment with best practices and strategic goals.

Stakeholder Interviews & Field Visits – For each key partner involved in a major current or planned program/policy effort, we will gather information to the extent possible including points of contact and high-level notes where possible related to the capacity of the organization, and a description of the organization's involvement in food access efforts in York and elsewhere. We will conduct stakeholder interviews by phone as well as meet with organizations undertaking major/seemingly well-aligned efforts in person and in the field.

Final Report of High-Level Findings and Recommendations – We will create a final report (not designed) that includes all information identified in the project above, along with high-level strategic recommendations for the City. These recommendations will include current program

and policy initiatives, with recommendations for the City to consider regarding examples of new and expanded promising efforts.

Project Staff

All aspects of the project will be under the direction, support, and assistance of **Karen Shore**, MPH, Director of Consulting, and **Nicky Uy**, MS, Senior Associate, who will serve as the lead on direct activities, including customer surveys and focus groups, and will advise on market operations and vendor mix based on her over 11 years of experience opening and operating farmers markets.

Karen Shore, MPH, Director of Consulting

Karen Shore has 20 years of experience in public health consulting. She leads a 14-person Consulting team for The Food Trust, and is responsible for the design, implementation, and strategic direction of healthy food access consulting and technical assistance projects throughout the United States. Her work in rural communities includes policy, systems, and environmental approaches to improving rural health and promoting economic development. Working with national, state, and local partners, Karen is currently supporting healthy food access projects in rural counties from California to Maine, including healthy "small store" program planning and technical assistance, healthy food financing strategy, farmers markets, community-clinical linkages, and community food systems work. Karen also leads a 9-person Corner Store team, implementing corner store programs in cities throughout the U.S. In addition, Karen directs the Agency's community food systems Team, which includes farm to preschool/early-care. Prior to joining The Food Trust, Karen worked as a senior program manager on the global health team at Booz Allen Hamilton, where she led the firm's BPR and systems development work with the U.S. Food and Drug Administration's pre- and post-market product safety programs. For the past five years, Karen has served as a member of the board of directors at the third oldest food co-operative in the United States with a strong focus on partnerships with local producers and community engagement. She is on the board of directors of her local farmers market, where she leads business and community engagement activities and serves regularly as a Market Manager, and also co-founded and continues to lead Sunday Suppers, a volunteer-run outreach effort that prepares and delivers fresh, homemade, and nutritious meals to homebound seniors in need. Karen holds a Master of Public Health from Johns Hopkins, where she was aligned with the school's Center for a Livable Future, and received her B.A. from Smith College.

Nicky Uy, Senior Associate

Nicky Uy, is a Senior Associate at The Food Trust with over 11 years of experience working to strengthen food access initiatives around farmers markets and other local food retailing. Nicky has helped open over 25 farmers markets and works with community partners, government agencies, healthcare institutions and food producers on strategies and initiatives that create opportunities for communities to connect with local farmers and producers. She led the planning, launch, and operation of Headhouse Market, Philadelphia's largest outdoor farmers' market which just celebrated its 10th season. Under her leadership, The Food Trust's farmers market program underwent its largest period of growth, opening 10 markets in priority zipcodes with the highest levels of poverty in partnership with the City of Philadelphia's Department of Public Health. Nicky serves on Philadelphia's Food Policy Advisory Council and is on the board of the National Farmers' Market Coalition. She earned her Bachelor of Science in Engineering from the

University of Pennsylvania and prior to working at The Food Trust, worked as a Senior Consultant in the field of logistics and transportation on supply chain visibility projects.

Project Budget

The cost of the project is \$50,000 based on the staff time necessary to complete all work products and activities, travel, and cost of outside consultants. The Food Trust's hourly labor rate for consulting projects is \$150/hour.

Expenses	
Food Trust Labor	\$38,000
Consultants	\$7,500
Travel	\$4,500
Total Expenses	\$50,000