



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
The Expedition School ("Contractor")
for
Boating Concession on Lady Bird Lake**

Contract Number: NR210000001

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between The Expedition School having offices at 4306 Las Palmas Dr, Austin, TX 78759 and the City, a home-rule municipality incorporated by the State of Texas. Capitalized terms used but not defined herein have the meanings given in the Solicitation.

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Document
- 1.1.2 Terms and Conditions dated 10/21/2020 incorporated herein and attached as Exhibit A hereto.
- 1.1.3 Contractor's Proposal, incorporated herein and attached as Exhibit B hereto.

1.2 Revenue. The Contractor shall pay the City in accordance with the Contract requirements:

- 1.2.1 Contractor shall pay the City without demand, at the Office of the Director of the Parks and Recreation Department for the City of Austin by the 10th of each month, a minimum flat monthly fee of 10% of gross revenue minus sales tax. Revenue is to include sale of merchandise, rentals, classes, safety and education courses, teambuilding events, youth programs and memberships.

1.3 Term of Contract.

This Contract shall remain in effect for an initial term of 18 months or the City terminates the Contract.

1.4 Designation of Key Personnel. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name	Phone Number	Email Address
Contractor Contract Manager	<u>Kimery Duda</u>	<u>512-547-7710</u>	<u>kimery@expeditionschool.com</u>
City Contract Manager	<u>Margaret Stenz</u>	<u>512-974-3610</u>	<u>margaret.stenz@austintexas.gov</u>
City Contract Administrator, Procurement Specialist	<u>Al Drayton</u>	<u>512-974-2298</u>	<u>alfonso.drayton@austintexas.gov</u>

1.5 **Invoices.** The City's preference is to have invoices emailed to PARDAccountsPayable@austintexas.gov or mailed to the below address:

	City of Austin
Department	Parks and Recreation Department (PARD)
Attn:	Contract Compliance
Address	200 S. Lamar Blvd
City, State, Zip Code	Austin, TX 78704

For questions regarding your invoice/payment please contact the City Contract Manager.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

THE EXPEDITION SCHOOL LLC

Kimery Duda

Printed Name of Authorized Person



Signature

Founder

Title:

10/26/2020

Date:

CITY OF AUSTIN

Al Drayton

Digitally signed by Al Drayton
Date: 2020.10.28 14:48:38
-05'00'

Printed Name of Authorized Person

Signature

Title:

Date:

List of Exhibits

Exhibit A Terms and Conditions

Exhibit B Contractor's Proposal

Exhibit C Ordinance NO. 20191205-070

**EXHIBIT A
CITY OF AUSTIN
TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1 GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all** Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

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- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. Delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under

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the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

- B. The making and acceptance of final payment will constitute:
- i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 AUDITS AND RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

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

1.10 STOP WORK NOTICE:

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

1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

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

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.16 DELAYS:

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The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City. The City reserves the right to provide the vendor with written notice when the City: 1) decides to suspend or waive vendor's concession payments to the City in response to the force majeure event; and/or 2) determines concession payments are to resume.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
 - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
 - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR

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- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.
- B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***
- C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
 - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required

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to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
 - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;

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- ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
- iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

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1.22 PUBLICATIONS:

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

1.23 ADVERTISING:

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

1.24 NO CONTINGENT FEES:

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

1.25 GRATUITIES:

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

1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

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

1.27 INDEPENDENT CONTRACTOR:

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

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity

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not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.29 WAIVER:

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

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 INTERPRETATION:

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

1.32 DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 JURISDICTION AND VENUE:

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

1.34 INVALIDITY:

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

1.35 HOLIDAYS:

The following holidays are observed by the City:

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

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

1.36 SURVIVABILITY OF OBLIGATIONS:

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

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 EQUAL OPPORTUNITY:

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

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Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a “company”, then the Contractor verifies that he:
 - i. does not “boycott Israel”; and
 - ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 SUBCONTRACTORS:

- A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that:
 - i. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;
 - ii. Prohibit the Subcontractor from further Subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further Subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. Require Subcontractors to submit all Invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its Invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. Require that all Subcontractors obtain and maintain, throughout the term of their Contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- B. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any Contractual relationship between the City

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and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

- C. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

1.43 INSURANCE:

A GENERAL INSURANCE REQUIREMENTS:

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:
City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

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- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
 - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- i. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
 - b. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
 - b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 - ii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

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2 SERVICES

2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

2.2 WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
 - i. Illegally use or possess a firearm, except as required by the terms of the Contract; or
 - ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

2.3 GUARANTEE – SERVICES:

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

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from final acceptance. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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2.4 TRAVEL EXPENSES:

All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the current United States General Services Administration Domestic Per Diem rates as published and maintained online at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

No amounts in excess of the Travel Policy or rates shall be paid. All Invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2.5 PLACE AND CONDITION OF WORK:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

2.6 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Paragraph.

2.7 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Park and Recreation Department building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Parks and Recreation building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.

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- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Parks and Recreation building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.



**City of Austin Vendor:
VS0000022871**

**Lady Bird Lake – Boathouse
Watercraft Rentals
Proposal City of Austin
Ord# 20191205-070**

**Authorized Negotiator:
Kimery Duda
512-547-7710
kimery@expeditionsschool.com**

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A. Tab 1 – Executive Summary

Staged Execution and Growth

The Expedition School (TES) has created a staged proposal that allows for the City of Austin Parks and Recreation Department (PARD) to partner to achieve mutual goals. This includes five phases of growth, with Phase 0 (zero) allowing for immediate execution to increase both personal watercraft rentals (PWC-R) and training program access, while growing through Phases 1 through 4 to expand PWC-R services and training capacity with accessible and adaptive programs and options that build on the decade plus of commitment ES has for those with disabilities and lower socio-economic groups. This document deals with Phase 0 only, as requested.

The phases of growth with increased facilities and customer engagement will allow TES to expand on our past commitments with expanded activities that engage our shared community in enhancing the environment with clean-up days and user education.

Phase Overview

Phase 0 is designed to allow the deployment of PWC rentals to the Southeast area of Lady Bird Lake in an area of the Lake with limited PWC access and rentals.

A key emphasis for The Expedition School has been and will continue to be learning access to all members of the community, with particular resources and outreach to those with learning, physical, or other access struggles. In time a low-profile ADA dock will provide unparalleled access and safety for all audiences.

Phase	Description	Est \$ Invest
0	Immediate Launch: Using existing lake access. Environmental Remediation: Invasive species removal.	\$80,550

The start date for Phase 0 is within 21-days from approval of the Site Plan (Page 28) and Temporary Operating Permit (“TOP”) by the City of Austin and its related agencies. Based on satisfactory progress for the later phases, the duration of Phase 0 is anticipated to be under 18-months*.

* The duration of Phase 0 can be adversely impacted by delays in the start date and force majeure events like COVID-19 shut-downs.

Strong Investment & Mutual Long-Term Commitment

Based on expanded services in later Phases, the ability to move forward through approval of later Phases is key, thus allowing the certainty for both parties to move forward with substantial capital expenditures and improvements.

Engaged Community and Environmentally Conscious

The Expedition School, LLC provides safe and environmentally conscious outdoor programs, classes, team builds, watercraft and bicycle rentals to the community at large. The Expedition School (TES) collaborates with agencies and institutions to provide instructional and recreational programs as a public benefit to Austin’s diverse population – including youth, families and seniors; adaptive populations; and affordable programming for every socioeconomic level. TES conducts special events supporting the City of Austin’s vision for the recreational use of Lady Bird Lake. TES works in partnership with schools and youth organizations focusing on sustainable environmental initiatives in support of the City of Austin’s vision for the recreational use of Lady Bird Lake. Voted American Red Cross’s Top Training Provider for several years in a row, The Expedition School continues to provide professional safety courses in land and water emergencies. Furthermore, The Expedition School provides affordable and/or free adaptive paddling programs through The Expedition School Fund, our Texas based and focused 501(c)3 non-profit. Throughout every program, our mission is to provide transformational educational experiences to the community at large. The Expedition School will be expanding our joint ventures with commercial and community groups to increase Austin’s engagement in outdoor education, sport and recreational paddling, environmental stewardship, and community service.

The Expedition School, a Texas Limited Liability Company, has proudly partnered with the City of Austin Parks and Recreation Department since our start in 2006. To date, The Expedition School possesses a perfect safety record in over 14-years of our partnership. The Expedition School has been actively certified as a Woman-Owned Business Enterprise and Disadvantaged Enterprise with the City of Austin Minority Programs since July 28, 2009 – and, is current in all certifications aforementioned.

MISSION

The Expedition School's mission is to provide the best quality paddling programs, outdoor education, custom adventure team building, safety training, and medical and aquatic support to the community.

HISTORY

The Expedition School, LLC was founded in 2006 by [Kimery Duda](#)—who was inspired by the magical transformation of her students she witnessed in the field. Students were more engaged, inspired, and walked away with a heightened sense of accomplishment, confidence and empowerment when in the outdoors.

Today, over 92 lives have been saved by alumni of The Expedition School. Over 150,000 athletes have been safely supported by our medical and aquatic team in races and special events; and, over 60,000 individuals have safely participated in programs from team building events; outdoor education; customized expeditions; high ropes and low ropes courses; kayaking, Stand-Up Paddling and canoeing programs.

In 2017, TES expanded from offering medical support for the Texas Mountain Bike League to also offering Mountain Biking First Aid which is endorsed by the National Interscholastic Cycle Association (NICA). This eight-hour course was created by our medical team at The Expedition School to customize First Aid training in support of the athletes and coaches participating in the middle school and high school mountain bike league.

GOALS

The Expedition School's goals stand true through today—to reinvest in community by providing:

- Quality, accessible and affordable outdoor education programs
- Unique, hands-on, fun, engaging and professional safety courses
- Excellent medical and aquatic support for special events

Individuals come away with new or renewed self-confidence, strengthened leadership, new perspectives, practical skills, knowledge, extraordinary memories, and a steward of the environment.

FACULTY AND STAFF

The Expedition School faculty are seasoned and licensed professionals who work as MDs, RNs, Paramedics, AEMTs, EMT-Bs, Waterfront Lifeguards, and professional guides and educators. They unite and combine real-life with real science for real impact. All staff undergo Federal Criminal Background Investigation checks.

Our faculty bring real world scenarios by utilizing medical and aquatic cases from current journals, publications, periodicals, and books. We echo statistics and points from – local, – state, – national, and – internationally reputable sources: The Centers for Disease Control (CDC); World Health Organization (WHO); State Health Services; Fish & Game; Parks and Wildlife Departments; and Parks and Recreation Departments.

Additionally, we are storytellers—passing on real occurrences—on prevention; recognition; and response situations from our Expedition School alumni to inspire our students in the classroom. Quality training and student empowerment build stronger communities.

PROGRAMS

Outdoor programming must inspire a collective and enriching experience. We work with all ages in all environments creating transformative experiences.

Team Building programs and custom-tailored expeditions are developed for each group we work with so that we can focus on the core initiatives, strategies and goals.

CPR/AED and professional safety classes should be fun and relevant to the medical incidences particular to their area of travel, exploration, or location of the business. Our environmental initiatives are an integral part of all programs. The Expedition School imagines a cleaner world through empowering ownership and action in each of our students. Every program is dedicated to leaving the locale we explore cleaner than we found it. Furthermore, we find that our alumni go on to implement these practices in their homes and communities as conscientious stewards of our planet.

SAFETY

Whether we are Stand-Up Paddling, kayaking, canoeing, surfing, hiking, climbing, running a team build program, or teaching safety courses, safety is always a top concern at The Expedition School. All participants are taught general safety skills and how to avoid or deal with specific risks. The Expedition School has a medical board with licensed physicians and other medical practitioners that review and approve all staff medical certifications, medical kits, and emergency medical protocols for each expedition location. All TES guides possess current certifications in CPR for the Professional Rescuer/BLS Provider, Automated External Defibrillators, and First Aid Training. All lead guides have at minimum Wilderness First Aid and Waterfront Lifeguarding certifications and access to the most effective form of communication in the area and complete geographical knowledge of the area to be explored.

SUSTAINABILITY AND THE ENVIRONMENT

The Expedition School is committed to the environment. Since 2006, TES events have removed over 5 tons of trash in and around Lady Bird Lake, Austin, TX. Furthermore, TES was the proud recipient of the 2017 Litter Abatement Award from Keep Austin Beautiful for our dedication and positive impact to our location on the lake. Wherever we explore, our goal is to have as little environmental footprint as possible and to leave our area cleaner than the conditions we found it in. Leave No Trace principles are taught and practiced in every program. We support locally owned and operated businesses that share this same ethos.

Target Customers

Our target customers are youth, seniors, adaptive populations, families, singles, women, men, Austin community members, neighbors in the east side corridor on both north and south shores of Lady Bird Lake, school groups, home school community, University student and faculty groups, special events, hotels, tourists, local businesses, corporate groups, girl scout and boy scout groups, LGBTQ community, recovering addicts and alcoholics, therapeutic professionals, outdoor recreation professionals, and paddling professionals.

Our focus on partnering with local non-profits and other groups in the Austin area who invest in the local community and embrace the same mission of outdoor programming, health, wellness, and inclusivity.

LEARN FROM US. SAVE A LIFE. CHANGE THE WORLD.

-The Expedition School

The Expedition School is excited to expand our positive presence and impact on the lake, the shore, and the people we live with.

A. Tab 2 – City of Austin Purchasing Documents

Tab2.i: – Offer Sheet



CITY OF AUSTIN, TEXAS REQUEST FOR QUOTATION (RFQ) OFFER SHEET

RFQ SOLICITATION NO: ^[1]_{SEP} Ord# 20191205-070

COMMODITY/SERVICE DESCRIPTION: The Expedition School, Concession Contract

DATE ISSUED: Dec 5, 2019

PPR-QUOTE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: NA

LOCATION: 34 Robert T. Martinez Jr. St Austin, TX 78702

COMMODITY CODE:

QUOTE DUE PRIOR TO: 12.31.20

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

Kimery Duda
Founder
The Expedition School
City of Austin Vendor #: VS0000022871

Phone: (512) 626-6282

E-Mail: Kimery@expeditionsschool.com

SUBMIT YOUR QUOTE VIA E-MAIL OR FAX TO:

E-MAIL: Patricia.Rossett@austintexas.gov

All vendors must be registered with the City prior to submitting a response to a City Solicitation. Registration can be done through the City's on-line vendor registration system:

<http://www.austintexas.gov/departments/purchasing>

The vendor agrees, if this Offer is accepted within calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

[Department Instructions – insert # of pages and remove documents listed below as applicable or per RFQ requirements, contact your Purchasing representative if you have questions] [ERASE]

RFQ TABLE OF CONTENTS	PAGES
STANDARD PURCHASE DEFINITIONS - 0100	*
DEPARTMENT SOLICITATION INSTRUCTIONS – 0200D	
STANDARD PURCHASE TERMS AND CONDITIONS-0300	*
SUPPLEMENTAL PURCHASE PROVISIONS- 0400D	
SCOPE OF WORK OR SPECIFICATIONS-0500	
QUOTE SHEET- 0600 (Complete and Return)	
REFERENCE SHEET – 0700D (Complete and Return)	
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION - 0800	2
NON-SUSPENSION OR DEBARMENT CERTIFICATION-0805	
NONRESIDENT BIDDER PROVISIONS – 0835 (Complete and Return)	1
BUY AMERICA ACT CERTIFICATE-0845	
NO OFFER REPLY FORM - 01000	

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Technical Issues Contact listed on the first page of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be emailed or faxed to you.

Instructions to Respondents of this RFQ

Your quote must be submitted with this form and the documents indicated in the Table of Contents above. Items quoted must meet or exceed City of Austin Specifications. The City reserves the right to determine “or equal” status. Quotes may be withdrawn at any time prior to the official closing by written notification. Quotes may not be altered, amended or withdrawn after the official closing.

The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the quoted price.

The City reserve the right to accept or reject, in part or whole, any quote submitted and to waive any minor technicalities that are in the best interest of the City.

All quotes must be submitted on FOB Destination basis, with all freight charges included in the item price.

Offers can either be faxed, emailed or mailed to the numbers or addresses listed in the solicitation.

Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Offer.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

EXHIBIT B

Company Name: The Expedition School, LLC


Company Address: PO Box 5501

City, State, Zip: Austin, TX 78763

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Kimery Duda

Title: Founder

Signature of Officer or Authorized Representative: 

Date: 9.1.2020

Email Address: Kimery@expeditionshool.com

Phone Number: 512.626.6282

*** Completed Quote Sheet, must be submitted with this Offer Sheet to be considered for award.**

Tab 2.ii – Section 0510 – Exceptions Checklist

(Rescinded for the purposes of this proposal.)

Tab 2.iii – Section 0605 – Local Business Presence Identification - NA

The Expedition School, a Texas Limited Liability Company headquartered in the City of Austin, Texas and qualifies for local presence preferences.

Tab 2.iv – Section 0700 Reference Sheet

Responding Company Name: The Expedition School

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

Company: HEB Foundation
Contact: Erik Silvius
Title: Risk Management Director
Email: ESilvius@hebfdn.org
Phone: 830.556.1115

Company: American Red Cross
Contact: Jim Robertson
Title: Regional Director
Email: james.robertson@redcross.org
Phone: 512.588.0547

Company: Down Home Ranch
Contact: Casey Dickerson
Title: QIDP, Director of Client Services
Email: casey@downhomeranch.org
Phone: 512.739.1751

Additional References available on request.

Tab 2.v Section 0800 – Non-Discrimination and Non-Retaliation Certification

City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

Section 0800, Non-Discrimination and Non-Retaliation Certification 1 Revised 12/27/2016

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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

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

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

Sanctions:

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

Term:

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

Dated this 1 of September, 2020

CONTRACTOR The Expedition School

A handwritten signature in black ink, appearing to be 'K. Duda', written over a horizontal line.

SEP

SEP

Authorized Signature

Printed Name: Kimery Duda

Section 0800, Non-Discrimination and Non-Retaliation Certification 2 Revised 12/27/2016

Tab 2.vii – Non-Resident Bidder Provisions

City of Austin, Texas NONRESIDENT BIDDER PROVISIONS SOLICITATION NO.

- B. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended: ^[L1T1]_[SEP1SEP] Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"? ^[L1T1]_[SEP1SEP]

Answer: Resident Bidder of Texas

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

~~(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.~~

- B.If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: Resident bidder, does not apply Which State: NA

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state? ^[L1T1]_[SEP1SEP]

Answer: Resident bidder, does not apply.

Bidder's Name: The Expedition School, LLC

Signature of Officer or


Authorized Representative:

Date: 9.1.2020

Printed Name: ^[L1T1]_[SEP1SEP] Kimery Duda

Title: Founder

Tab 2.viii – Section 0840–SDVBE Contractor Certification - NA

(Rescinded for the purposes of this proposal.)

The Expedition School is not a Service-Disabled Veteran Business Enterprise, it is a **Certified Women Owned Business Enterprise** by the City of Austin.

Tab 2.ix – Section 0900 No Goals Utilization Plan-NA

(Rescinded for the purposes of this proposal.)

Tab 2.X – Published Addendum – Not Applicable

(Rescinded for the purposes of this proposal.)

B. Tab 3 – Authorized Negotiator



Authorized Negotiator

Kimery Duda

Founder

The Expedition School

PO Box 5501

Austin, TX 78763

512.547.7710

C. Tab 4 – Business Organization



The Expedition School, LLC

4306 Las Palmas Dr
Austin, TX 78759

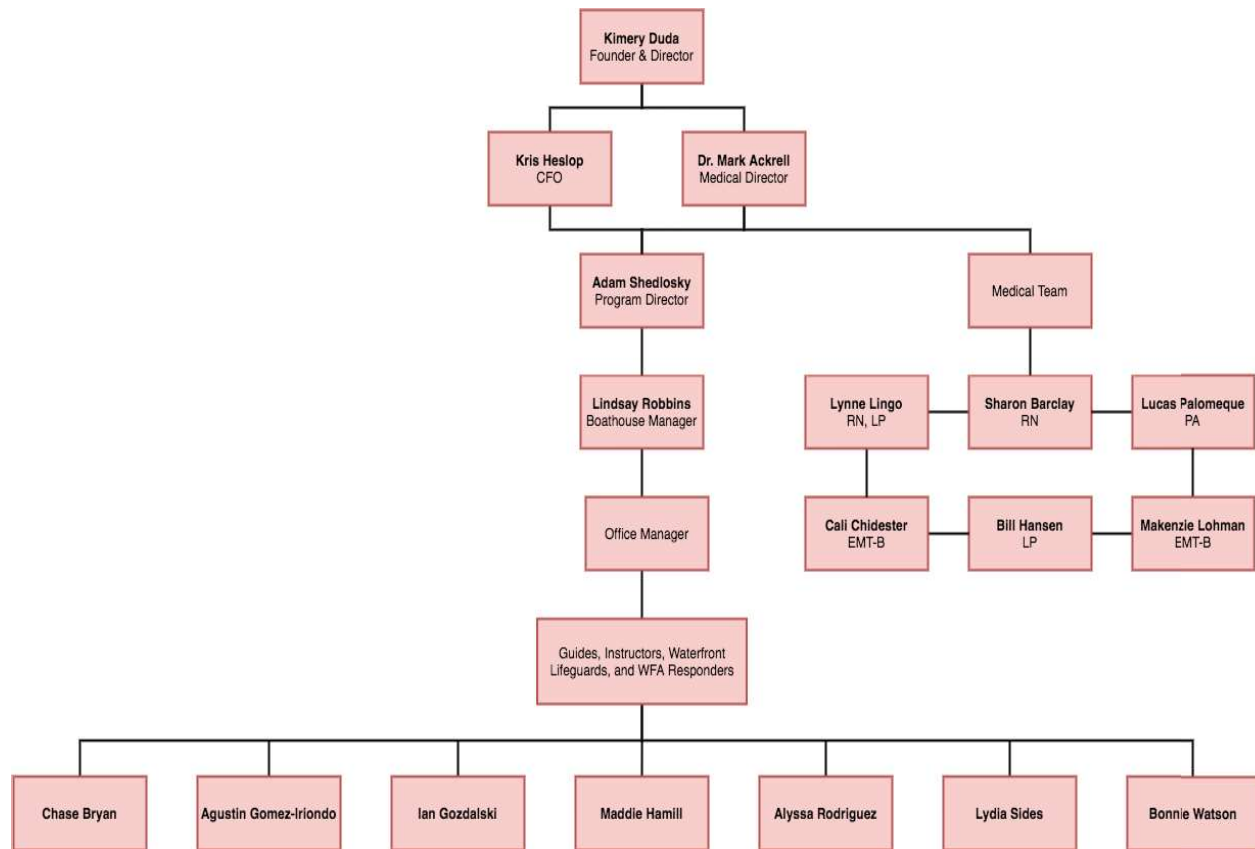
City of Austin Vendor #: VS0000022871

Organized as a Texas Limited Liability Company, Est. 2006
Federal Employer Identification Number
(FEIN): 20-8970517

**The Expedition School Fund, [SEP] a 501(c)3 non-profit [SEP] 4306 Las Palmas Dr.
Austin, TX 78759**

A Texas Corporation, Est 2013.
Federal Employer Identification Number: 46-2564222

TES Organizational Chart



E. Tab 5 – System Concept and Solution

The Expedition School is pleased to provide the following Concept and Solution on behalf of City of Austin PARD and the residents of the City of Austin.

Phase 0 will utilize the boat ramp located at the termination of Nash Hernandez Senior Road. TES will provide two ADA-accessible portable toilets and use two standard 8' x 40' shipping containers for storage.

A phased development to transition Robert T Martinez location into a premier Outdoor Access and Education Venue with outdoor education areas for medium (typically 60 or less) and small learning groups (between 5-10). The outdoor and education and experiential programs will build on The Expedition Schools 14+ years of proven success in Conventional and Wilderness First Aid programs, Team Building, and Outdoor Education.

During Phase 0 and pending completion of Phase 1's ADA low-rise doc, TES requests access to the existing dock located in the Lagoon at ES's current location at 34 Robert T Martinez Jr. St. Austin TX 78702. It is expected that this would be an isolated occurrence on an as-needed basis for ADA optimal PWC launching for those participants whose physical or cognitive abilities present a safety risk for conventional shore launching.



F. Tab 6 – Program



Program Plan

The Expedition School aims to serve as much of the community as possible through our experiential education and outdoor recreation efforts. As such, we have developed the following programs to address a variety of demographics. **All of the following programs are currently offered by TES and will be offered during Phase 0 at Lady Bird Lake.**

Tab 6.i – Description of Programs for Phase 0

Teambuilding

The Staff of The Expedition School has had formal team building and communication training designed to help groups of kids, students, athletes, educators, and corporate teams work on skills including, but not limited to, communication, leadership, self- and team-confidence, the power of saying yes, bullying, and trust. We work with groups of all ages, sizes, and backgrounds employing tactics from simple initiatives to high-ropes (challenge course) and water-based initiatives. These team building programs are custom-tailored to meet the needs of our clients.

Training and Consulting

Given our experience and the wealth of knowledge that comes with our staff, we offer specialized, custom training for teams of rescuers, educators, medical professionals, and outdoor educators. This training is focused on scenarios, theory, and didactic lectures to better inform and train these groups. We offer on-site safety consulting for waterfronts, mountain biking and hiking trails, and trip-planning.

Adaptive Programs

The Expedition School works with everyone. We seek to empower individuals in the adaptive community by giving them the tools they need to learn the benefits and lifelong enjoyment of outdoor recreation. We offer access to nearly all styles and types of recreation, including mountain biking, trail running, and paddling. The guides that run these programs are not only trained to work with all ability levels, they have experience in the corresponding activity.

Rentals

The Expedition School has a full fleet of kayaks, canoes, and stand-up paddleboards available to rent. Each paddler that leaves our shoreline will be wearing and educated on

the benefits of Personal Floatation Devices (life jackets). Additionally, all paddlers must go through Ground School, an educational and safety briefing. These rentals can be self-guided or staff-guided. The staff that lead these trips will take clients out on the water to educate on the ecology of the river, basics of paddling technique, and ensure client safety. All rental groups have the opportunity to take a set of tools to aid in river and shoreline cleanups.

New for 2020 Fall Season, ES will be piloting Bike Rentals at the Lady Bird Lake Location as an expansion of our adaptive outdoors programs. These bikes will be available for LBL renters as a part of this new pilot program.

Classes

Many of the Staff hold certifications through the American Canoe Association, the oldest and largest paddle sports organization in the United States. With these certifications, we offer private classes for novice, enthusiast, and expert paddlers to better their technique, confidence, knowledge, and understanding of the many different watercraft we offer.

Environmental Cleanups and Restoration

The spaces in which we seek to recreate will only last as long as we take care of them. The Expedition School is committed to leaving our wild spaces, both urban and otherwise, cleaner than we found them. We empower our clients to become lifelong stewards, to encourage this protection and regulation-of-use of the wildernesses and natural areas in our communities.

Safety and Education

In all that we do, safety and education are paramount. With each paddleboard rental, each safety training course that we teach, each individual that makes contact with The Expedition School, we strive to educate and inform; be that through water safety and drowning prevention or environmental and ecological protection and restoration.

Tab 6.ii – Public Benefit Programs



Below is a partial list of the programs TES has been active in historically at the current location that will continue through all Phases.

Adaptive Programs

The Expedition School FUND is a 501(c)3 non-profit that offers free and/or reduced, priced outdoor adaptive programs for all. These programs are safe, professional, and fun. We serve populations for those with severe cognitive disabilities, individuals who are deaf and/or blind and visually impaired, and individuals who are in need of ADA compliant entries and exits to parkland and waterways. Our goal is to empower individuals in the adaptive community by providing instructors who are experienced and trained in the highest levels of safety and possess extensive experience working with adaptive populations. In addition, The Expedition School FUND provides custom adaptive equipment for the specified outdoor activity. We have partnered with other Adaptive Sports Centers throughout the world to provide the best outdoor programming for our community. The skills learned throughout these programs provide lifelong enjoyment in outdoor recreation which in turn, will provide sustained health and wellness overall.

The Expedition School Adaptive Sports Outdoor Programs include but are not limited to:

- Free paddle sessions that included coaching for athletes training for the Special Olympics in kayaking, Stand-Up Paddling, and canoeing.
- Free weekly paddles for severely cognitively disabled individuals.
- Free outdoor programming for blind and visually impaired.

Environmental Cleanups and Restoration

The spaces in which we seek to recreate will only last as long as we take care of them. The Expedition School is committed to leaving our wild spaces, both urban and otherwise, cleaner than we found them. We empower our community to become lifelong environmental stewards. The Expedition School advocates protection and regulation-of-use of the wildernesses and natural areas in our communities.

The Expedition School Public Benefit Programs include but are not limited to:

- **Lake clean-ups:** Our committed and dedicated effort to the environment will continue and sustain through partnerships with community stewards, schools, businesses, and non-profit organizations. Additionally, we will continue our legacy of stewardship with our partner Keep Austin Beautiful and the bimonthly Lady Bird Lake shoreline and water cleanups. For 15 years and running, The Expedition

School will continue to donate watercraft, staff, and time to lead these cleanups. Over 18 tons of trash and 3 tons of recycling have been collected since the start of our partnership with these cleanups. In 2017, The Expedition School was awarded Keep Austin Beautiful Litter Abatement Award.

- **Water quality testing:** The Expedition School staff is trained to collect water samples and submit data to LCRA, Austin Watershed, and other partners who disseminate this data to the community at large. This is in an effort to continue to keep a consistent pulse on the health of our waterways. Additionally, we are teaching these skills on how to test the water quality to many of our youth and school programs.
- **Environmental restoration projects:** The Expedition School works closely with the City of Austin, Austin Watershed, Keep Austin Beautiful, and the Trail Foundation to focus on areas for environmental restoration and growth.

Community First Aid, CPR, Water Rescue classes

The Expedition School offers safety courses on a monthly basis to the community seniors and other groups. Our goal is to make our neighborhood safer by teaching hands-on CPR to the community.

Free and/or Reduced Fee Outdoor Programs for lower socio-economic, and other underserved populations, including At-risk youth, Out Youth (LGBTQ), human trafficked, Addiction recovery including sex and substance addiction recovery populations, and elderly. Partner City of Austin groups include Safe Austin, Out Youth, YMCA, along with Special Olympics.

Special Events. The Expedition School provides special events for the community. These include but are not limited to

- Celebratory paddles
- In Memoria paddles
- Full moon paddles
- Youth paddles
- Holiday paddles
- Paddle races
- Movies in the park.

Note: Activities subject to public health parameters.

Many special events are offered with discounts and/or free access.

Tab 6.iii – Preliminary Fees and Charges

The following tables cover rentals currently available based on available watercraft or items to be added during Phase 0.

This is company confidential

<i>Expedition School</i>	Weekend Rate				Weekday Rate				Holiday Rate			
Description	L-Hr	L-Day	H-Hr	H-Day	L-Hr	L-Day	H-Hr	H-Day	L-Hr	L-Day	H-Hr	H-Day
SUP (Stand-up Paddle Board) Rental	\$10	\$40	\$25	\$65	\$5	\$25	\$20	\$50	\$15	\$50	\$30	\$100
Kayak Rental	\$10	\$40	\$25	\$65	\$5	\$25	\$20	\$50	\$15	\$50	\$30	\$100
Canoe Rental	\$10	\$40	\$25	\$65	\$5	\$25	\$20	\$50	\$15	\$50	\$30	\$100
Group Paddles (up to 8 paddlers)	\$80	\$350	\$200	\$500	\$50	\$200	\$150	\$300	\$200	\$500	\$300	\$750
Aloha Paddle Pass (10-1.5 Hr)	\$199		\$299		\$99		\$199					
6-Month Paddle Pass	\$299		\$499		\$199		\$399					
Yr Paddle Pass (9-mos price)	\$499		\$699		\$399		\$599					

Bike Rentals	Rentals projected to range from \$5 per hour to \$75/day based on day of week and demand premiums.
--------------	--

Private Lessons	Low	High	Low	High			
1-Hour	\$45	\$75	\$35	\$65			
1.5 Hour	\$55	\$95	\$45	\$75			
Additional 30-minutes	\$10	\$25	\$10	\$25			
Group Classes	Low	High	Low	High	Low	High	
Personal Watercraft (2-hrs @w/12)	\$50	\$75	\$50	\$70			
Yoga (Class Hour)	\$10	\$25	\$5	\$20	\$10	\$25	

Special Events	L-Hr	L-Day	H-Hr	H-Day	L-Hr	L-Day	H-Hr	H-Day			
Celebratory Paddles	\$35	\$75	\$45	\$100	\$25	\$55	\$35	\$75	Annual Increases		
Full Moon Paddles	\$35	\$75	\$45	\$100	\$25	\$55	\$35	\$75	Low	High	
									0%	10%	
Teambuilding	\$25	\$275	\$35	\$395							

Community Benefit Programs (These current and on-going programs are offered at no-cost to participants. School programs are typically discounted if charged.)

Program Type/Partners	Frequency & Duration	Audience
Adaptive Paddles (Nature Activities, hikes, and campouts.) Down Home Ranch, Tx School for the Blind	Every other week for 2-hours year-round with other nature activities during inclement weather.	Various cognitive or physical disabilities, including blind. (Donated)
Special Olympics – Paddles	Every other week typically 2-hours.	Severely disabled, often requiring mobility assistance. (Donated)
Wounded Warriors Extended program in partnership with YMCA, & Wounded Warriors.	3x times per year, extended day programs covering outdoor activities, safety training.	Veterans dealing with severe injuries from military service. (Donated, no financial support from Wounded Warriors.)
Special School Programs - Team Building - Trauma Recovery - Custom Programs Public and Charter Schools.	As scheduled, with 2-hour, half-day, day and multi-day programs.	School leadership teams for team building. Large groups, e.g. student death (bombing) recovery program. Custom programs for in-school and COVID programs to create student outdoor engagement and connection with science and local settings. Reduced to free.
At-Risk Outdoor Programs SAFE Austin, Out Youth	These programs are in formulation currently.	Full range of groups often disenfranchised, including LGBT, victims of human trafficking, and those struggling with addictions.

Tab 6.iv – Total Revenue to the City of Austin

During Phase 0, ES proposes a Revenue Share with the City of Austin based on 10% of the Lady Bird Lake Revenue. Revenue is to include sale of merchandise, rentals, classes, safety and education courses, teambuilding events, youth programs, and memberships.

Tab 6.v – Capital Improvement Plan (Partial Listings)

Starts on next page

Phase	Description	Est \$ Invest
0	<p>Immediate Launch: Using existing lake access.</p> <p>Environmental Remediation: Invasive species removal.</p> <p>Allocation and deployment of \$62k in replacement costs basis PWC for Rental Fleet (45+ SUP, 22+ Kayaks, and 3 canoes.)</p> <p>Site remediation of invasive Poison Ivy at launch point.</p> <p>Site Surveys to prepare for Phase 1.</p> <p>The Phase 0 site location is currently under its second review for site plan exemption after addressing initial concerns.</p>	\$80,550

Tab 6.vi – Reporting

Financial results will be reported on a location basis monthly using the reporting template dictated by the City of Austin.

Tab 6.vii – General Policies and Procedures



Customer Feedback and Complaint Resolution

At physical locations, e.g. boathouses like Lady Bird Lake, a Suggestion and Comments box is provided for customer input. The site director, manager, or shift supervisor should check the comments box at least daily. Any and all suggestions or comments are documented and forwarded to the Founder or other designated person via emailed (smartphone) camera image front and back, with a null report also do at the day's end.

Post Program Reviews:

The Expedition School sends out surveys by email that ask for User feedback and reviews of the program. These survey requests often look like the sample below.

Thank you for choosing The Expedition School! Our community is always the utmost priority, and for that reason, we love hearing feedback. Please fill out an evaluation [here](#) or, respond to this email if you have any comments, feedback or suggestions, or testimonials! Let others know how your experience was by posting a [Google Review](#)!

Again, we wish to thank you for supporting The Expedition School. If you would like to partner with us again, we are more than happy to book another class or an adventure with you! Booking is now open for 2020, so let's go on an Expedition!

Employee Roles and Responsibilities

Staff Roles & Expectations

Congratulations on becoming a member of the Expedition School Team! As a Guide-you represent our school and everything that we stand for. You have an awesome job: you are responsible for creating a safe, fun and friendly atmosphere to our customers-and we love our customers! We get all kinds: young and old, experienced outdoors people as well as those who are brand new to the world of outdoor sports and education.

Employee Conduct

Staff are expected to be prompt, competent, confident, trustworthy, and exemplify the current safety standards of whichever outdoor pursuit they are guiding or representing.

Staff should always act in a prudent manner to ensure safety and professional client contact.

Dress Code

The Expedition School Staff need to be easily identifiable as an employee. As such, Staff will wear current employee uniforms (Embroidered Blue shirt, ES Hat) while on duty.

Staff will also need to come prepared with any other pertinent clothing/gear related to off-site activities (e.g., guide pack, PFD, rescue tube, hip pack, sun hat, sunglasses, closed-toe shoes, sandals, etc.) The program lead ensures adequate equipment for all participants.

Criminal Background Investigation (CBI)

Staff are required to take and pass an FBI History Check:

<https://www.identogo.com/services/history-check/fbi-history-check>

Training and Certifications

Staff are responsible for staying up to date and organized with their personal certifications. The Expedition School regularly hosts safety training courses, and staff are welcome to use these to update or recertify their credentials, at an employee rate. If arriving with outside certifications, those will be cross-checked to ensure validity and accreditation.

Regular staff in-services will be held to practice those skills which require an efficient team effort, e.g., on-water kayak/SUP rescues, CPR, Lifeguard rescues, etc.

The Expedition School Chain of Command

For a true emergency call 911! Then call Expedition School Field Phone @ 512.626.6282. Priorities are: Yourself, the patient, our guides, and our students/ clients.

Boathouse Staff Responsibilities

Expedition School Boathouse Guides are the face of the Expedition School. Guides are responsible for providing front-line customer programs including paddling lessons, team building programs, safety instruction, emergency support, environmental education, and other outdoor activity instruction. Guides are responsible for carrying out the day to day Boathouse Operations and also facilitating other programs as directed by the Boathouse Manager, the Program Coordinator and the Director.

All Boathouse Staff are contracted and required to obtain a current First Aid, CPR/AED for the Professional Rescuer and Waterfront Lifeguard Certification within one month of hire. The Expedition School can provide these trainings to the Guide.

Guide Responsibilities Include

- Provide excellent customer service to all Expedition School patrons.

- Act in a professional manner when on duty and when representing The Expedition School.
- Be knowledgeable of all Expedition School Policies and Procedures.
- Provide quality facilitation of all paddling lessons.
- Provide effective Risk Management assessment and implementation.
- Assist the Boathouse Manager with Equipment Management.
- Assist with Team Building Programs.
- Assist with Summer Camp Programming
- Assist with Safety Course instruction if certified to instruct
- Assist with Special Event Programs
- Attend all training and risk management meetings
- Other duties as assigned by the Boathouse Manager, Program Coordinator, or Director.

Skills Required

Be a genuine Expedition School ambassador, who exemplifies the program's educational culture in any and all communications and interactions with our students, clients, and community.

- The physical ability to stand and move heavy gear (e.g., kayaks, canoes, etc.) throughout your shift and be outside in the elements each day
- Excellent Customer Service Skills to provide a safe, fun, and encouraging learning environment
- Skills in multitasking and prioritizing to create a consistent student/client experience through our operations
- The ability to take honest ownership of paperwork, equipment, electronics, and payments
- Communicate effectively with Boathouse Manager and other staff
- Display advanced skills, experience, and training in water-based sports (canoeing, kayaking, and SUP).
- Maintain a valid American Red Cross Waterfront Lifeguard Certification

Leadership Skills Required

- Ability to inspire and motivate self and others
- Strong communication skills
- Ability to work as an effective team member
- Be capable of assessing and managing risk
- Knowledge of The Expedition School Emergency Action Plan
- Committed to The Expedition School's Mission Statement and Philosophy

Technical Expertise Required

- All Expedition School employees are expected to have regular access to email and also be accessible by phone.
- The Boathouse Manager should be familiar with those basic Apple applications pertaining to business operations, e.g., Square, Google Sheets
- Staff should possess knowledge of the current Expedition School point of sale system as well as basic cash handling procedures

Travel Required

The majority of work will occur on-site at The Expedition School Austin Boathouse. In some cases, it may be necessary for Guides to be present during off-site training and events. Travel within city limits is not compensated, however, if traveling out of city limits, it is possible to be reimbursed for gas costs.

Boathouse Manager Responsibilities

The **Austin Boathouse Manager** is a contract position. This person is the main point of contact for all Boathouse operations. The Manager is responsible for the day to day operations of the Boathouse location and the Boathouse Guides. Through effective hiring, training, and scheduling of the Boathouse Guides, the Manager will successfully operate all aspects of the location while maintaining a consistent and correct record of purchases and inventory. Additional areas of focus include lesson facilitation, equipment management, special event supervision set up and supervision, scheduling of staff and programs, and assisting the Program Coordinator with Guide evaluations and certification hours. The Boathouse Manager will also assist in the planning and programming for The Expedition School Summer Camp.

Boathouse Operations Include:

- Staffing and Scheduling
- Paddling Equipment Management
- Summer Camp Staffing and Programming
- Paddling Lessons - Guided and Unguided
- Team Building Events
- SUP Birthday Parties
- Special Community Events

Responsibilities include but are not limited to:

- Creating the Boathouse Schedule
- Management of Boathouse Guides
- Equipment Management and Inventory
- Ensuring Customer Service by Guides

- Guide In-Service Training
- On-Site Guide Management during regular business hours
- Assist in the Management of Internship Position
- Communicating with the Program Coordinator when staffing for programs
- Assist the Program Coordinator in hiring and training Guides
- Assist with Guide Training Records
- Management of iPad and Cash Box

Skills Required

Be a genuine Expedition School ambassador, who exemplifies the program's educational culture in any and all communications and interactions with our students, clients and community.

- The physical ability to stand and lift throughout your shift and be outside in the elements each day
- Skills in multitasking and prioritizing to create a consistent student/client experience through our operations
- The ability to take honest ownership of paperwork, equipment, electronics, and payments
- Communicate effectively with your Program Director and/or Founder and Director in the time frame that is set for you to do so
- Possess the organizational skills to create, implement and constantly improve a scheduling system which guides work each shift for each day of operation
- Display advanced skills, experience and training in water-based sports (canoeing, kayaking and SUP).

Leadership Skills Required

- Ability to inspire and motivate self and others
- Prior outdoor industry experience and proven success of managing a local or remote team and working cross-functionally with people of all levels in a team-oriented environment
- Demonstrated commitment to the Expedition School's Mission Statement and Philosophy
- Strong relationship building skills, leadership and vision to manage a team
- Ensure that staff shows up to their shifts on time.
- Provides constructive feedback to the Staff, and can answer any questions they might have regarding regular Boathouse operation and policies
- Ensures that all Staff follows safety policies and rules outlined in training and in the Staff Manual
- Ensures that Staff have what they need to work independently, effectively, and happily

- Reports any pertinent issues to the Director

Technical Expertise Required

- All Expedition School employees are expected to have regular access to email and also be accessible by phone.
- The Boathouse Manager should be familiar with those basic Apple applications pertaining to business operations, e.g., Square, Google Sheets
- Staff should possess knowledge of the current Expedition School point of sale system as well as basic cash handling procedures

Boathouse Point of Sale

- Boathouse Manager will train all Boathouse to operate the current POS system (*Square*) and money handling procedures
- Responsible for checking in with the staff on regular business days to report on sales
- Reports end of day sales to the Director
- Helps manage the iPad to ensure it is charged and ready for use

Equipment Management Duties

- Performs equipment inventories and inspections
- Ensures that Staff keep all equipment neat and organized
- Notifies the Director if any equipment is in need of repair or retirement

Education/Training Required

- The Expedition School can train all candidates, however, those holding a current Waterfront Lifeguard certification will be given priority
- Must hold a valid Driver's License
- Two years of experience in a similar field/organization (outdoor education, environmental education, staff management) is preferred

Program Director Responsibilities

The Program Director is a professional contract position with primary responsibility pertaining to customer service as main program point of contact: booking, program planning and staffing programs; assisting in the upkeep up Staff Training Records and hiring staff.

Main Point of Contact for Booking

- Paddle Lessons
- Team Building Programs
- SUP B-Day Parties
- Group Paddle Lesson Reservations
- Safety Courses

- Supplemental Guide Support
- Supplemental Lifeguard Support
- Group Trips

Responsibilities Include:

- Invoicing Programs
- Scheduling and Staffing Programs
- Client Intake and assisting with Program Planning
- Assisting with hiring
- Assist Boathouse Manager with Maintaining Staff Training Records
- Updating program calendar(s)
- Assisting with payroll

Education/Training Required

The Program Director should have experience in coordinating outdoor programs and should be familiar with current outdoor industry standards. Educational background in Recreation Administration, Outdoor Education or Environmental Education is preferred. This is currently a contract position and pay is dependent on experience.

Leadership Skills Required

- Strong ability to inspire and motivate self and others
- Demonstrated commitment to The Expedition School's mission statement and

Philosophy

- Strong organizational skills and timely follow up with clients
- Ensure that staff shows up to their shifts on time.
- Provides constructive feedback to the staff and can answer questions they might have regarding regular Boathouse operation and policies.
- Ensures that all staff follows safety policies and rules outlined in training and in the staff manual.
- Ensures that staff have what they need to work independently, effectively, and happily!
- Reports any pertinent issues to the director.

Technical Expertise Required

- All Expedition School employees are expected to have regular access to email and also be accessible by phone.
- The Boathouse Manager should be familiar with those basic Apple applications pertaining to business operations, e.g., Square, Google Sheets
- Staff should possess knowledge of the current Expedition School point of sale system as well as basic cash handling procedures

- The Program Coordinator should be familiar and especially well versed with basic Microsoft Office and Google Documents applications.

Trip Lead Responsibilities

Expedition School Trip Leads must be able to provide the best quality facilitation of various types of outdoor trips. Guides are expected to have prior trip leading experience and are required to have shadowed an Expedition School trip prior to becoming part of the Trip Lead Team. All Trip Leads must be over the age of 18. Guides should be genuine Expedition School ambassadors who exemplify the program's educational culture in any and all communications and interactions with our students, clients and community.

Responsibilities Include

- Act in a professional manner when on duty and when representing The Expedition School.
- Be knowledgeable of all Expedition School Policies and Procedures.
- Provide quality facilitation of all trip activities.
- Provide effective Risk Management assessment and implementation.
- Assist with Trip Equipment Management.
- Assist with Safety Course instruction if certified to instruct
- Attend all training and risk management meetings
- Other duties as assigned by the Boathouse Manager, Program Coordinator, or Director.

Skills Required

- The physical ability to stand and lift heavy equipment and be outside in the elements each day.
- Excellent Customer Service Skills to provide a safe, fun, and encouraging learning environment
- Skills in multitasking and prioritizing to create a consistent student/client experience through our operations
- Communicate effectively with other Trip Leads
- Display advanced skills, experience, and training in outdoor activities (canoeing, kayaking, SUP, camping, hiking, etc.)
- Maintain a valid American Red Cross Waterfront Lifeguard Certification and Wilderness First Aid Certification
- All Expedition School employees are expected to have regular access to email and also be accessible by phone

Leadership Skills Required

- Strong ability to inspire and motivate self and others
- Strong communication skills

- Ability to work as an effective and proactive team member
- Be capable of assessing and managing risk
- Knowledge of The Expedition School Emergency Action Plan
- Committed to The Expedition School's Mission Statement and Philosophy

Travel Required

Expedition School Trips include those local and abroad. Travel within city limits is not compensated for, however, if traveling out of city limits, then it is possible to be reimbursed for gas money spent. Use of personal vehicles for travel on trips may be required. All

Expedition School Trip Leads should have a valid drivers' license. In the event of an emergency, it may be required to transport victims in personal vehicles. In this event, there should be two adults present in the vehicle if the victim is a minor.

Submitting Hours Worked for Payment

You are responsible for submitting your time worked via email to your designated Payroll contact as notified upon hire or as updated. Payments are deposited via direct deposit that you will need to set up upon hiring. Kimery Duda will specify your pay rate upon hiring. It is important to always copy Kimery on your email to Lynne so that we can help keep track of your hours and answer any questions you may have. Pay rate and hours submitted is confidential information between you, the employee, Kimery and the accountant.

The first time you submit hours, send an email with:

- Current mailing address where you can receive your paycheck until direct deposit is established
- Complete the appropriate paperwork to establish direct deposit, and return them to her with your information ASAP
- Include the pay rate specified by the Director.
- List the date and hours worked with a short description in the timesheet that will be emailed to you after your first shift. Save this timesheet on your personal device and update that original copy for subsequent shifts.
- Ex: 8/15/2018: 6 hours; Boathouse shift

After you have received your first check and your address has been verified, you will not need to include your address the next time you submit your hours. Simply provide your name, the date, and hours worked with a short description on the timesheet.

Reimbursement Policy

In the event that you have to use your personal money for a business expense, such as to buy ice for the Boathouse, make sure to get a receipt. Submit the receipt with a reimbursement request as directed on the form. Make certain to include the purpose and

use of the purchase, including the group/project the materials were used for. A boathouse or project manager approval maybe needed.

Guide Perks

Staff are invited and encouraged to paddle, mountain bike, climb, swim, and run in their free time. This includes use of SUPs, kayaks, canoes, and will be of no cost to the staff member. In the event that any damages are sustained to the equipment, the Director must be notified. If the damage is due to negligence, then the staff member will be responsible for the cost of repair. ***Staff must contact the Director to inform them when they will paddle and desired length of time.*** If staff would like to paddle off-site, then reservations for the equipment need to be made through the Director to ensure it will not interfere with programming. Non-staff are allowed to accompany staff, though they must sign a waiver and will be charged the regular rental fee. Once again, ***the Director must be made aware of their participation.***

Tab 6.viii – Regulatory Compliance

The Expedition School has reviewed the complete City of Austin Proposal Requirements and hereby certifies compliance with all requirements and governmental regulations, local, state, and federal.



Certified by Kimery Duda, dated September 1, 2020



Compliance, General Safety and Security Plan, Evacuation Plan

Risk Management

As Expedition School Guides, we are responsible for participants, and, as providers of outdoor programming, we are obligated to keep our participants safe by mitigating risks where possible. Participants look to Guides for instruction and guidance, therefore, it is necessary for all Guides to be aware of those risks to ensure we keep our patrons free of harm. We require that all staff members become certified American Red Cross Waterfront Lifeguards, to include CPR/AED training, or certified at a higher medically-trained level to provide the best possible care in the event of an emergency.

Pre-Program

All participants should be made aware of as much of the associated risk as possible before any participation begins. Guides are responsible for:

- Ensuring that all participants read and sign a waiver prior to activity engagement.
 - Waivers should be completed in full and signed by a parent or guardian if the participant is a minor.
 - Each participant needs their own waiver or to be signed by a parent or guardian who is 18 years of age or older.
- Prior to team building events, guided lessons, or trips, Guides should be familiar with all participant health forms and pertinent information should be disseminated among them in a confidential manner intended to keep patrons safe.
- Providing an effective Safety Briefing:
 - Name local risks (slippery rocks, ant hills, poison ivy, etc.) until you are sure they are understood.

- Encourage participants to notify staff of any health concerns in private
- Explain and encourage “the choice to participate”
 - This is a concept where the participant can choose his/her own level of participation as long as they are challenging themselves to a certain degree; they are only held to their own level of challenge, not that of anyone else. This concept is used to encourage group participation and engagement by all individuals. *Do not* force a participant to go beyond their limits for the sake of total group accomplishment.
- Identifying and informing patrons of known risks pertaining to provided activities. Do not assume that any risk is evident. Even seasoned outdoor sport enthusiasts should be made aware of risks.
 - Explain what to do in the event of an emergency
 - Determine Emergency Equipment location
 - Explain goals and expectations thoroughly
 - Encourage participants to ask questions
- Explain and demonstrate proper use of all activity equipment
- Provide an effective Ground School

During Programming

Guides should be constantly monitoring participants as well as each other. During programming all Guides should:

- Encourage communication between each other
- Oversee the site, equipment, and interactions among participants
- Review Safety Briefing when changing locations and also as necessary to remind participants
- Attend to any incidents or accidents:
 - Respond accordingly
 - Follow Emergency Action Plan as necessary
 - Complete any incident or accident forms immediately.
- Assess any environmental, physical, or behavioral changes and adjust programming as necessary
- Encourage hydration and breaks as necessary
- When running a water-based program, The Expedition School provides a boathouse manager and/or lead instructor and supplemental guide staff who possess extensive experience as defined below:
 - Current certifications in Waterfront Lifeguarding, Basic Water Rescue, CPR/AED and First Aid.
 - Completed specialized training such as ACA Kayak Instructor course
- Maintain a 7 student to 1 instructor ratio

- The Expedition School requires all participants to wear an appropriately fitted US Coastguard approved inherently floatable life jacket or personal floatation device (PFD).
- We do not allow alcohol, drugs, Styrofoam, or glass on premises.

Post-Program

After all programs and during shift changes at the Boathouse, all Guides should debrief any incidents, accidents, or near misses pertaining to risk management. It may involve issues with the environment, equipment, participants, staff, etc.:

- Debrief any events: incidents, accidents, near-misses. Make sure that in the event of an accident or incident, a form has been completed in full and sent up the Chain of Command.
- Secure any damaged equipment and notify the appropriate person of any needed repairs.
- Inform other Guides of pertinent information learned or obtained as a result of the incident/accident/near-miss.
- Record any use of Emergency Equipment and replace as necessary.

Emergency Action Plan

Contact Chain of Command

For true life-threatening emergencies, call 911! After 911 has been notified, follow this Chain of Command:

- Boathouse Manager
- Program Director - Adam: 512.809.1064
- Director - Kimery: 512.626.6282

Emergency Shelters (Note shade is not a shelter from a weather event.)

- The best shelter in our vicinity is the **Camacho Activity Center**:
35 Robert T, Robert T Martinez Jr St, Austin, TX 78702
- The **Martin Neighborhood Pool facility** is also an option:
1626 Nash Hernandez Senior Rd, Austin, TX 78702
- The shade of the Boathouse can offer respite to a heat exhausted client, though it is not satisfactory for lightning safety.
- A client's car, or a group's bus/van, are also acceptable shelters to escape life-threatening weather conditions. Turn the car and air conditioner/heat on depending on conditions. Keep windows and doors closed in a lightning emergency.

Evacuation

At times, the best-case scenario is that Expedition School staff will evacuate a patient from the environment/situation. To accomplish this on water, we have a personal watercraft (PWC) reserved for emergencies.

Staying Connected with On-water Clients

The Expedition School issues waterproof cases for paddlers, with The Expedition School Field Phone number printed on the back. Staff will note the phone number of the phone that clients have with them on the water. Instruct the client that this is their best way of staying informed while on the water, so please keep the phone close.

This ensures that in the event of an emergency, staff will be able to inform clients, and vice-versa. The Boathouse also houses an air-horn for emergency signaling purposes.

Medical Emergency

- Call 911 - notify them of the location of the incident and the chief complaint of the patient
- Take steps to care for the patient according to training, until higher trained medical professionals arrive
- Call the Supervisor on Duty (if you are unable to reach them, use the Chain of Command)
- Complete an incident/accident report immediately with detailed timeline and actions taken and by whom. Record witness contact information. Return this document to Kimery as soon as possible.

Weather Emergencies

All Guides are responsible for making an appropriate call to cancel or shift a program as necessary as a result of inclement weather. If changes should be made, follow the Chain of Command when communicating the change. Follow these procedures when possible in the event of inclement weather.

Inclement Weather

The Boathouse Manager has the authority to make any changes in the schedule in regard to weather related events and/or early closures for any reason. If Staff feel the need to close early, they first contact the Manager and get approval for closure, **unless the severity of the situation mandates immediate action.** If the severity mandates immediate action, as soon as safely possible contact shall be made. The Manager will then notify the Director and seek approval. In the event of a serious weather emergency, the Staff should seek shelter and then notify the Manager.

- Ensure all staff and clients are off the water
- Close the Boathouse and take shelter in the safest, nearest location
- Notify the Boathouse Manager on duty that you have closed the boathouse for rentals until the weather has passed
 - If the weather persists, close for the day
 - If only a passing storm, wait out the weather until it is safe to re-open
 - Keep the Boathouse Manager/Director informed of your decision
 - Record and report any damage sustained
 - If you are unsure of what to do, call the Boathouse Manager, Assistant Director, or Director.

- Keep a watchful eye on the skies and a reliable future and projected forecast

Extreme Heat

Make sure that everyone (participants and Guides) are staying properly hydrated and taking rests when necessary in a cool, shaded place. Encourage use of sunscreen, protective clothing, and snacking. The Camacho Center can be used as a place to rest in the event that it is needed.

Cold/Freezing Temperatures

Cold related emergencies can occur even when temperatures are well above freezing. Due to the nature of our programming, we must be prepared to deal with cold temperatures. At the Boathouse, we will close if temperatures do not exceed 70 degrees - however, we have planned programs during off seasons where temperature is variable. In the event of a cold day, avoid water sports when possible. Ensure that participants are staying well fed and hydrated and that they are wearing appropriate clothing. Seek shelter if participants are not prepared to be out in the cold. Monitor participants for hypothermia.

Note: The human body loses heat about 25x faster when immersed in cold water than when dry. Remove wet clothing and keep clients dry and warm in these conditions.

Heavy Rain

A heavy rain can seriously reduce visibility and may be accompanied by heavy wind and lightning. Monitor weather systems as they move through and cancel any lessons/programs in the event that heavy rains may lead to severe weather. Take shelter where possible until the system clears. If worsening weather is expected, get participants on land and under shelter.

After serious storms, waterways may be closed due to water quality, current/flow, or debris concerns. The Expedition School will always abide by local waterway bans. If no ban exists, staff will exercise caution and perform a risk analysis (water quality test, site check) before putting craft on the water.

Lightning

The Expedition School teaches and follows the **30/30 Rule**:

*When you see lightning, count the time until you hear thunder. If this time is **30 seconds** or less, seek proper shelter. If you can't see the lightning, just hearing the thunder is a good back-up rule. Wait **30 minutes** or more after hearing the last thunder before leaving shelter.*

If lightning is seen/heard, get staff and clients off of the water and seek immediate shelter.

The best form of shelter is in a large, fully enclosed, substantially constructed building. The next best would be in a closed vehicle with the windows rolled up and staying away from the windows, ignition, radio, and steering wheel.

If the listed emergency shelters are closed, have staff and clients seek shelter in their vehicles, following the above recommendations.

Follow this procedure to make a decision regarding possible lightning threats:

- Count the interval in seconds between the flash and the sound of thunder (1-one-thousand, 2-one-thousand, 3-one-thousand, etc.) This can help give an estimation of the proximity of lightning strikes.
- Three seconds is approx. 1 kilometer. Five seconds is approx. 1 mile.
- Take measures for lightning protection if lightning appears to be in any proximity when programming on water.
- Stay updated with the current and projected forecast at all times

High Winds

High winds can lead to hazards such as loose equipment, choppy water, reduced visibility due to dust and debris, and can also make paddling extremely difficult and dangerous. In the event of high winds on water, limit the area where participants are able to paddle. Inform participants of the direction of the wind and which direction *not* to paddle in order to make a return trip easier. Secure any loose equipment, signs, or tents. Monitor weather patterns for potential severe storms or dramatic temperature changes and cancel or shift programming accordingly.

- Staff will withhold the launching of craft at sustained wind of **8 knots (~10mph)** or gusts of **15 knots (~17mph)**

Tornadoes

Monitor weather patterns and reports in order to prepare for any possible tornado warnings or watches. A *warning* means that *a tornado has been reported and is imminent in the area*. A *watch* means that *conditions are conducive to the formation of a tornado*. If a tornado warning is issued, most likely there will be severe weather in the area and programs should be shifted or cancelled. Monitor weather patterns ahead of time in order to make a timely call. In the event of a sudden tornado warning:

- Take shelter in a nearby emergency shelter away from windows and doors.
- Lie in a ditch or low-lying area.
- Evacuate vehicles.

Break-Ins

- Call the police and report what you see
- Report to the Boathouse Manager, Director, and Camacho Activity Center
- Take pictures of what you see, any damage, and note any missing equipment/gear

Aggravated/Combative Individuals

- These individuals may pose a threat to staff, clients, or themselves
- Call the police and report what you see
- Direct everyone on site to a secure location

- Report to the Boathouse Manager, Director, and Camacho Activity Center

Alcohol and Drug Use Policy

The Expedition School will not allow any patrons to use drugs and/or alcohol on the premises of the school or during any of our programs. The Expedition School will not allow participants to participate in any programs facilitated by the school if they are under the influence of drugs and/or alcohol. This policy extends to clients and staff. The Expedition School reserves the right to deny patronage to any clients under the influence. Many of the activities facilitated by The Expedition School are inherently dangerous and the use of drugs and/or alcohol may increase the inherent risk of the activity, therefore we will not tolerate their usage during our programming.

Pet Policy

Due to their unexpected and errant behaviors, The Expedition School is pet-free zone (with the exception of working service animals).

Common Hazards

At the Expedition School, we are faced with the benefits as well as risks of an outdoor classroom. It is important for all Staff to be aware of common hazards on site in order to help mitigate risks for our participants by keeping them informed of those risks. Common on-site hazards include, but are not limited to:

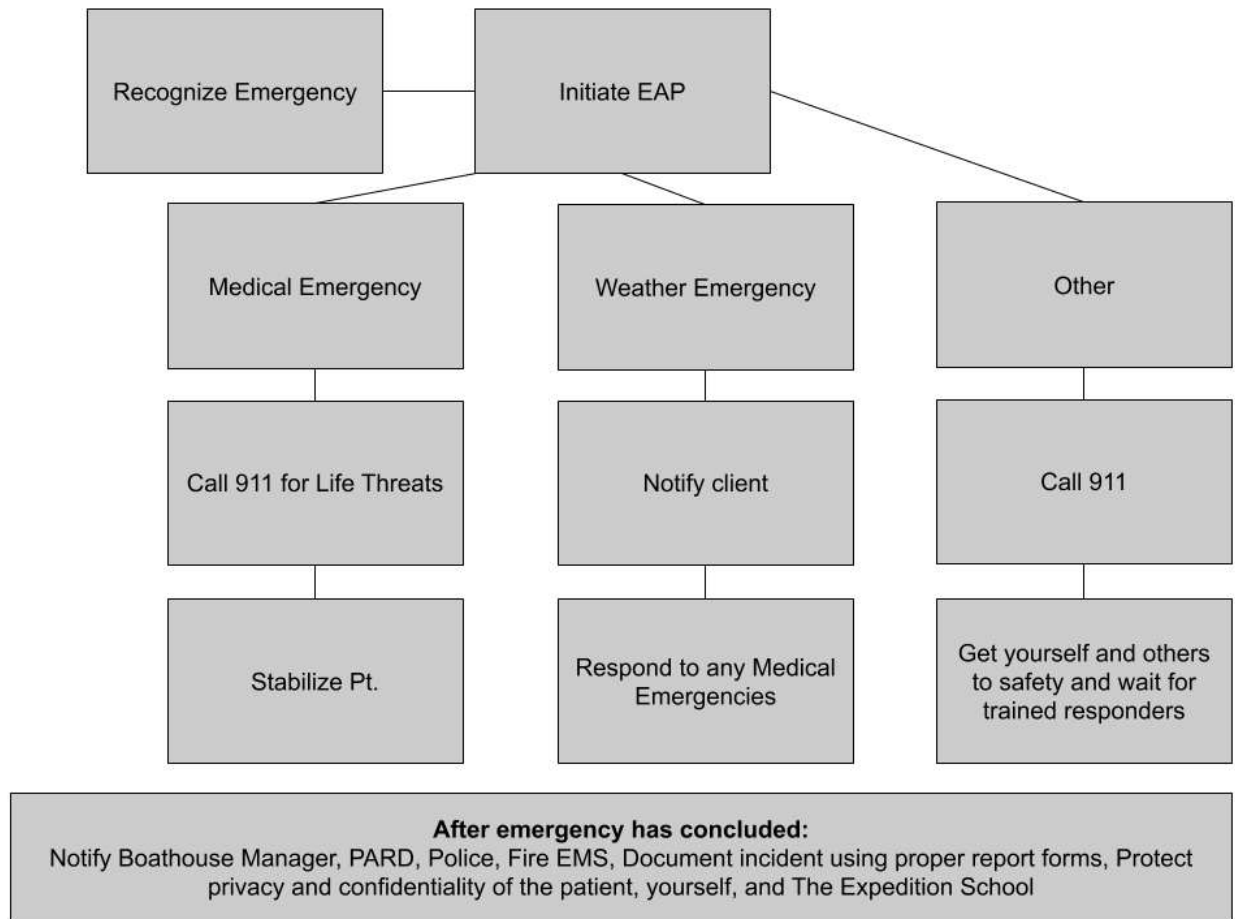
- Heat/cold hazards, depending on the season
- Poison ivy
- Fire ants and other stinging insects
- Wild animals
- Broken glass, sharp objects
- Slippery slopes/surfaces
- Water quality (after a significant rain event/heat/draught)
- Lightning
- Lake traffic
- High winds
- Varying water depths and clarity

Ratios of Adults to Children

All trips are operated at a minimum ratio of 1:6 with a minimum of two. If other activities, such as hiking or swimming are included, ratios may be adjusted accordingly. At no point in any part of a program, activity, or trip should an Expedition School staff member be alone with a child participant. A child is any person under the age of 18. In any circumstances, The Expedition School operates under the Rule of Three: at any time, there must be at least three persons present, either one adult and two children or two adults and one child. This policy is in place to protect the child and protects the staff member(s) in charge from accusations.

Emergency Action Plan Chart - On next page

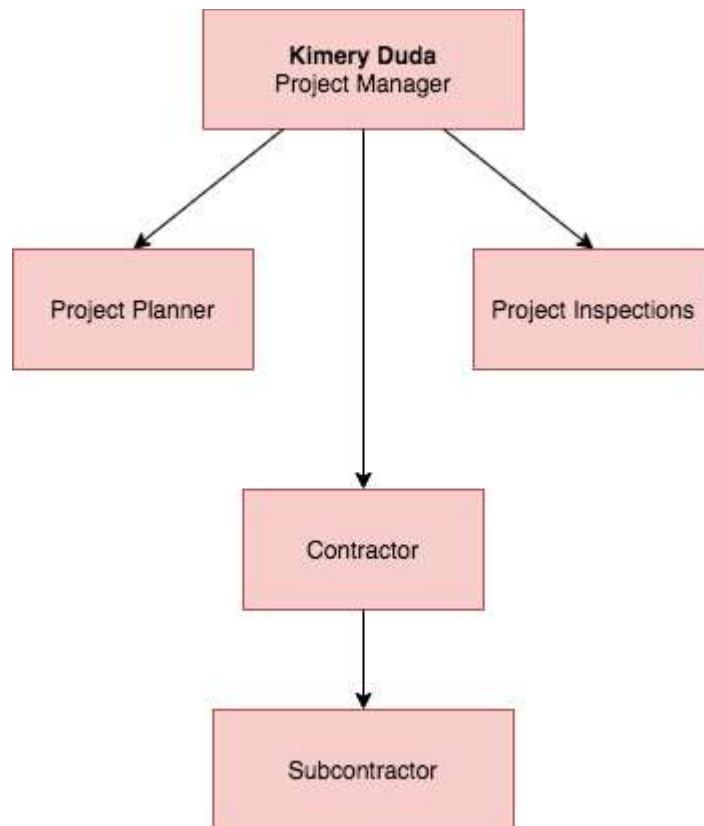
Emergency Action Plan Chart



G. Tab 7 – Project Management Structure

To assist in the project development and management, The Expedition School will retain qualified advisors for project planning and inspections above and beyond the scope of regular building permit inspections to advise and consult in areas of acceptable work and progress payments not exceeding work done.

COA Project Management Structure



H. Tab 8 – Prior Experience



Prior Experience

Name: Kimery Duda

Title: Founder and Director, The Expedition School – since 2006.

Experience

Graduate, Goldman Sachs 10,000 Business Program, 2019

Graduate, Inner City Capital Connections, 2018

City of Austin Small and Minority Owned Business Resource Center: Woman Owned Business and Disadvantaged Business Enterprise, since 2006

Instructor Trainer, American Red Cross, since 2006

Instructor, American Heart Association, since 2010

Instructor, American Canoe Association, since 2012

Medical Coordinator, Texas League, National Interscholastic Cycling Association, since 2010

Member, Safe Kids Austin, since 2016

Member, Capital Area Trauma Advisory Committee, since 2011

Member, Chamber of Commerce, Johnson City, since 2019

EMS Coordinator, Westlake Fire Department, since 2011

A-EMT, Texas Department of State and Health Services, since 1998

A-EMT, National Registry, since 1998

BA, Texas A&M University, 1998

Present Address:

4306 Las Palmas Dr.

Austin, TX 78759

Phone: 512.547.7710

Name: Kris Heslop

Title: Chief Financial Officer (Contract)

Relevant Corporate Experience: Over 20-years of experience working with over 2,000 Small and Medium size businesses to raise funds, implement process improvements, reduce costs and improve customer outcomes.

Created and oversaw grant funded business turn-around program for over 40-companies, advisor to municipal loan funds, and board member for microenterprise loan fund.

Since 2015 serving as Business Advisor for the Goldman Sachs 10,000 Small Business National Program at Babson College with over 60 companies.

Chief Financial Officer for non-profit with over 4,500 members and 10 units in 6-locations.

Lean Six Sigma Black Belt, Certified Financial Analyst, Certified Global Business Professional, Profit Mastery Certified. Experienced in internal controls, job costing, financial reporting, trend analysis and business restructuring/turnarounds.

Present Address: 648 Hillside Cir, Alpine, UT 84004

Phone Number: 830.515.3490

Name: Dr. Mark Ackrell

Title: Medical Director/Board member

Relevant Corporate Experience: Executive Board Member Capitol Emergency Associates of TeamHealth

Present address: 8401 Critter Canyon Drive, Austin Tx 78746

Phone number: 5127710911

Name: Susan Rankin

Title: Advisory Committee

Advise on relevant parks policies and practices in Austin and nationwide.

Advise on any environmental and conservation issues including but not limited to riparian preservation.

Advise on inclusion of people of all ages, ethnicities, and abilities.

Relevant Corporate Experience: Past Director of Trail Foundation a non-profit community benefit organization working to improve Austin's trails and nature experience.

Present address: 3216 Harris Park Ave., Austin TX 78705

Phone number: (512) 680-3057

I. Tab 9 – Personnel – Capital Improvements

The Executive Director, Kimery Duda, will have overriding management responsibility as the liable party for payments, inspections, and safety.

The project will also have planners, and managers designated prior to each construction phase with significant experience in the area being completed.

J. Tab 10 – Proposal Acceptance Period - NA

This proposal complies with the required acceptance period.

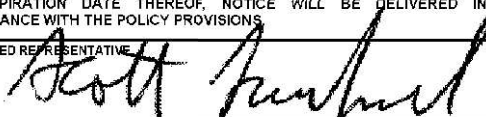
(Rescinded for the purposes of this proposal.)

K. Appendix – Insurance Exhibits

1. Commercial General Liability, including contractors.
2. Liability coverage as Guide & Outfitter
3. Workman's Compensation Sole-Prop and independent contractor statement.

Note: Currently The Expedition School, LLC uses independent contractors as educators, guides, and trainers, which meets all regulatory requirements and the compensation significantly exceeds all City of Austin hourly requirements. At the time the employment character changes staff will be offered hourly positions with all required workers compensation and related coverages. This is what Item 3 listed above affirms.

1. Certificate of Liability Coverage

ACORD TM		CERTIFICATE OF LIABILITY INSURANCE		RBAILEY			
				DATE (MM/DD/YYYY) 8/20/20			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801		CONTACT NAME: SMALL COMMERCIAL UNIT PHONE (A/C, No, Ext): 877-783-1161 FAX (A/C, No): 260-459-5870 E-MAIL ADDRESS: SCU@KANDKINSURANCE.COM INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: NATIONAL CASUALTY COMPANY 11991 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
INSURED THE EXPEDITION SCHOOL, LLC P.O. BOX 5501 AUSTIN, TX 78763							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
		2012776					
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Owners & Contractors</u> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:	Y	Y	KKO0024060400	12-01AM 5/01/20	12-01AM 5/01/21	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 2000000 PRODUCTS-COMP/OP AGG 2000000 Part lgl Liab NC COMBINE'S SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY						SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A				PER-STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
*** SEE ATTACHED ADDENDUM***							
CERTIFICATE HOLDER				CANCELLATION			
CITY OF AUSTIN PARKS AND RECREATION DEPARTMENT ATTN: CONTRACT COMPLIANCE 200 SOUTH LAMAR BLVD. AUSTIN, TX 78704				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 			

ACORD 25 (2016/03)

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EXHIBIT B

Evidence of Insurance issued May 2020 and valid through May 2021. (Insurer is updating to reflect included Hired and non-owned Auto coverage.)

2. Guides & Outfitters Endorsement

National Casualty Company

Home Office
Madison, Wisconsin
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

COMMON POLICY – DECLARATIONS

Policy No. KKO0000024060600
Previous Policy No. KKO0000007804500

NAMED INSURED AND ADDRESS:
THE EXPEDITION SCHOOL, LLC
PO BOX 5501
AUSTIN, TX 78763

PRODUCER'S NAME AND ADDRESS:
K&K Insurance
1712 Magnavox Way
P.O. Box 2338
Fort Wayne, IN 46801

POLICY PERIOD: From 05/01/20 to 05/01/21
at 12:01 a.m. Standard Time at your mailing address shown above.

Insurance is afforded by company indicated below:
(each a capital stock corporation.)

(X) NATIONAL CASUALTY COMPANY

BUSINESS DESCRIPTION: Outfitters and Guides

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts and separate policies for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Commercial Inland Marine Coverage Part	\$ 1,321
Commercial Crime Coverage Part	
Commercial Auto Coverage Part	
Liquor Liability Coverage Part	
Employee Benefits Liability	
Errors and Omission Coverage Part	
Employment-Related Practices Liability	
Minimum Premium	
TOTAL PREMIUM	\$ 1,321

FORMS APPLICABLE TO ALL COVERAGE PARTS: UT-COVPG(01/16) IL0017(11/98)

COUNTERSIGNED

05/01/20

DATE

by:

AUTHORIZED REPRESENTATIVE



KR-D-1

04/07


Workers' Compensation Insurance Requirement/Sole Proprietor Statement

Workers' Compensation Insurance Requirement/Sole Proprietor Statement

This letter can be used by a sole proprietor who will complete the entire job by himself with no employees or subcontractors. The letter shall be written on the contractor's letterhead and be submitted with the certificate of insurance indicating coverage for all other lines of insurance required by the City of Austin.

This statement is being submitted in lieu of a certificate of insurance for the workers' compensation insurance coverage required by the City of Austin. I am a sole proprietor with no employees. This project, (name and number of project) to be completed for the City of Austin will be completed by myself without employees or subcontracted assistance.

I understand that if I hire anyone as an employee I will purchase Workers' Compensation Insurance coverage immediately for the required limits and provide a certificate of insurance indicating this coverage to the City of Austin. If I enter into an agreement or contract for this project with an independent contractor, subcontractor, or consultant, I will provide the City of Austin with the required proof of insurance for Workers' Compensation for each independent contractor, subcontractor and/or consultant. I understand that Workers' Compensation is required of **all** independent contractors, subcontractors and/or consultants regardless of the structure of their firm.



Signature of Contractor/Vendor

5/11/2020
Date

**Automobile Liability Statement****No Auto Liability Provided**

Contractor Name: The Expedition School

The services provided for this contract will not include the use of any automobile. I will not be driving, delivering, running errands or providing any other service that would require the use of an automobile. Nor will I be requesting any independent, subcontractor or volunteer to provide such services for this contract. I submit this statement in lieu of providing Business Automobile Liability as required in the Insurance Section of this contract.

If during the contract period I begin providing services that include the use of an automobile, I will provide the City of Austin with the Business Automobile coverage and all necessary documentation as indicated in the contract documents prior to the use of the vehicle.

Authorized Signature

8.18.2020

Date

Kimery Duda
Printed Name

Founder
Title

Auto Liability Form #8
City of Austin Risk Management
Feb 2004

ORDINANCE NO. 20191205-070

AN ORDINANCE AUTHORIZING A BOATING CONCESSION ON LADY BIRD LAKE FOR THE EXPEDITION SCHOOL; WAIVING THE REQUIREMENTS OF CITY CODE SECTION 8-1-74 (*REVIEW OF A PROPOSAL SEEKING A CONCESSION*); AND AMENDING THE HOLLY SHORES/EDWARD RENDON, SR. PARK MASTER PLAN TO INDICATE THE LOCATION OF THE EXPEDITION SCHOOL'S BOATING CONCESSION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Findings

The City Council finds that:

- (A) Residents of Austin who live east of IH-35 and north of Lady Bird Lake have no opportunity to access rental canoes, stand-up paddleboards, and other watercraft without traveling west of the highway or south of the lake.
- (B) The Expedition School has been providing City-contracted instructor classes on Festival Beach near Camacho Recreation Center since 2006.
- (C) The Expedition School has the capacity to offer a wide range of programs and activities, including team-building exercises, life-saving training, paddling adventures, safety plans and programs, and outdoor education.
- (D) The Expedition School has received awards from the Austin Police Department, Keep Austin Beautiful, the American Red Cross, and Down Home Ranch.
- (E) The Expedition School has removed more than 17 tons of trash and 3 tons of recycling from Lady Bird Lake since its inception.
- (F) The Expedition School works with the visually-impaired, the hearing-impaired, and other residents with special needs.
- (G) Alumni of the Expedition School have saved 92 lives.
- (H) More than 150,000 athletes have been safely supported by Expedition School staff during sporting events.
- (I) Surrounding residents and community groups have written letters of support for a

boating concession operated by the Expedition School, including the Holly Neighborhood Coalition and the East Cesar Chavez Neighborhood Contact Team.

- (J) Kimery Duda, founder of the Expedition School, is a well-respected member of Austin's adventure sports community and a leader in safety and safety advocacy.
- (K) The continued community services provided by the Expedition School at its current location are at risk due to a lack of operating revenue and due to the fact that the standard recreation instructor contract between the City and the Expedition School does not provide for concession opportunities.
- (L) The Expedition School has the capacity to offer affordable rental equipment to students, but standard recreation instructor contracts do not provide for concessions.
- (M) A concession contract would allow the Expedition School to continue enriching the lives of many Austinites, including the lives of many Austinites with disabilities who have historically lacked equal access to recreational activities.

PART 2. The City Council directs the City Manager to authorize, on an expedited basis, a boating concession on Lady Bird Lake to the Expedition School to rent to the public boats designed for recreational rowing, including canoes, kayaks, racing shells, and rowboats, consistent with City Code Section 8-1-72 (*Boating Concessions*), the applicable rules of the Parks and Recreation Department, and the terms and conditions of other like boating concessions on Lady Bird Lake, and to promptly report back to City Council when the boating concession has been finalized and executed.

PART 3. The City Council waives the requirements of City Code Section 8-1-74 (*Review of a Proposal Seeking a Concession*) in order to expedite the authorization of the Expedition School's boating concession.

PART 4. The City Council further directs the City Manager to endeavor to preserve the current location utilized by the Expedition School for instruction as the location for the boating concession, while also ensuring that the location includes the minimum infrastructure required by City Code to operate a boating concession; however, if factors exist that make a boating concession unworkable at the Expedition School's current location, another suitable location shall be identified for the boating concession.

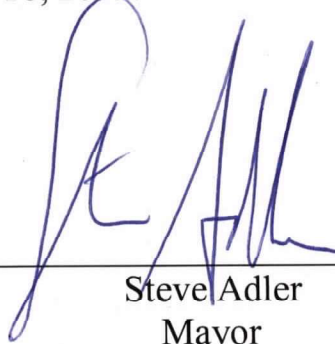
PART 5. The City Council further directs the City Manager to amend the Holly Shores/Edward Rendon, Sr. Park Master Plan to indicate the location of the Expedition School's boating concession.

PART 6. This ordinance takes effect on December 16, 2019.

PASSED AND APPROVED


December 5, 2019

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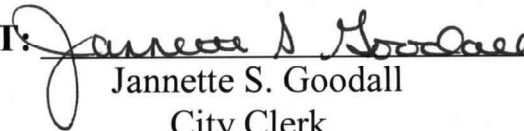
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk