

renew but can be renewed upon written agreement of the parties, if the City of Missouri City Local Contract No. 21-003 with Econolite is still in effect.

3. **Termination.** (a) Written Agreement - This Agreement may be terminated upon written agreement of the parties which states the effective termination date and any amounts due and owing to Econolite upon termination. (b) For Convenience – Either party may terminate this Agreement for convenience or cause upon thirty (30) days written notice to the other party.
4. **Payment; Non-appropriation; Taxes.** County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
5. **Limit of Appropriation.** Econolite clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of **One Hundred Fifty Thousand and 00/100 dollars (\$150,000.00)**, specifically allocated to fully discharge any and all liabilities County may incur. Econolite does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Econolite may become entitled to and the total maximum sum that County may become liable to pay to Econolite shall not under any conditions, circumstances, or interpretations thereof exceed **One Hundred Fifty Thousand and 00/100 dollars (\$150,000.00)**. In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties. This Limit of Appropriation is inclusive of all applicable shipping and handling charges.
6. **Public Information Act.** Econolite expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Econolite shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas

Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

7. **Indemnity. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Econolite in any way associated with the Agreement.

9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Econolite hereby verifies that Econolite and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Econolite does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Econolite does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Econolite does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade

association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

10. **Insurance.** Prior to commencement of the Services under this Agreement, Econolite shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Econolite shall provide certified copies of insurance endorsements and/or policies if requested by County. Econolite shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Econolite shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d) Professional Liability insurance with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Econolite shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Econolite warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

11. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive

of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Agreement and the attached Exhibit.

12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, PARADIGM ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
13. **Use of Customer Name.** Econolite may use County's name without County's prior written consent only in any of Econolite's customer lists, any other use must be approved in advance by County.
14. **Personnel.** Econolite represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Econolite shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays. All employees of Econolite shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Econolite who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
15. **Performance Warranty.** Econolite warrants to County that Econolite has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Econolite will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Econolite warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit B.
16. **Conflict.** In the event there is a conflict between this Agreement and Exhibit B, this Agreement controls.
17. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
18. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
19. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

20. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Econolite hereby verifies that Econolite and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Econolite does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Econolite does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Econolite does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
21. **Compliance with Laws.** Econolite shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Econolite shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
22. **Independent Contractor.** In the performance of work or services hereunder, Econolite shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Econolite or, where permitted, of its subcontractors. Econolite and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

23. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

{Remainder intentionally left blank}

{Execution follows}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution of all parties.

FORT BEND COUNTY

ECONOLITE SYSTEMS, INC.

KP George, County Judge

Stephanie DeFazio

Authorized Agent - Signature

Date

Stephanie K. DeFazio

Authorized Agent- Printed Name

ATTEST:

Vice President - Field Services

Title

Laura Richard, County Clerk

July 13, 2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 150,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A

**ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE**

- 2.1 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by CITY OF MISSOURI CITY, and CITY OF MISSOURI CITY shall be responsible for and shall incur all cost for the preparation of specifications public advertisement and such other administrative duties as may be necessary to facilitate the materials and services hereunder. CITY OF MISSOURI CITY shall also be responsible for receiving, opening and awarding contracts. Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to FORT BEND COUNTY at all reasonable times for inspection.
- 2.2 CITY OF MISSOURI CITY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.3 Nothing herein shall obligate FORT BEND COUNTY to purchase any materials or services from CITY OF MISSOURI CITY nor shall CITY OF MISSOURI CITY be obligated to include FORT BEND COUNTY in any procurement effort.
- 2.4 FORT BEND COUNTY shall not be obligated to compensate CITY OF MISSOURI CITY for any of the costs or expenses of its procurement procedure.

**ARTICLE III.
RESPONSIBILITY**

FORT BEND COUNTY and CITY OF MISSOURI CITY agree that the ordering of supplies, services and materials purchased pursuant to this Agreement shall be their individual responsibility and that any dispute arising between contracted vendor and FORT BEND COUNTY shall be handled between FORT BEND COUNTY and the contracted vendor. Contracted vendors shall bill FORT BEND COUNTY directly for the materials or services ordered by it.

**ARTICLE IV.
LIABILITY**

Both parties shall be responsible to the contracted vendor only for supplies, services or materials ordered by and received by it, and shall not by the execution of this Agreement assume any liability or waiver any rights under the applicable contract or as provided by law.

**ARTICLE V.
PRICE AND PAYMENT OF GOODS AND SERVICES**

- 5.1 The goods and services will be purchased for the price stated in the contract received and awarded by CITY OF MISSOURI CITY to vendor. FORT BEND COUNTY agrees to pay vendor directly for all goods and services delivered, requested or picked up by FORT BEND COUNTY in accordance with the price specified in CITY OF MISSOURI CITY'S contract with the vendor. FORT BEND COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.

- 5.2 Ownership (title) of material purchased by FORT BEND COUNTY shall transfer directly from the contracted vendor to FORT BEND COUNTY.
- 5.3 All payments for purchases of goods and services by FORT BEND COUNTY shall be made from revenue then currently available to it.

**ARTICLE VI.
APPLICABLE LAWS**

FORT BEND COUNTY and CITY OF MISSOURI CITY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE VII.
ENTIRE AGREEMENT**

This Interlocal Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

**ARTICLE VIII.
DURATION**

- 8.1 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew on the execution date of each year.
- 8.2 FORT BEND COUNTY or CITY OF MISSOURI CITY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of FORT BEND COUNTY, to pay contracted vendor for all good and services purchased pursuant to this Agreement, if any, prior to such notice shall survive such cancellations, as well as any other obligation incurred under this applicable purchase contracts, until performed or discharged by FORT BEND COUNTY.

**ARTICLE IX.
CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and state law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

**ARTICLE X.
NOTIFICATION**

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested.

Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To FORT BEND COUNTY:

Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

With copy to:

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

To CITY OF MISSOURI CITY:

City of Missouri City
Attn: City Manager
1522 Texas Parkway
Missouri City, Texas 77489

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

**ARTICLE XI.
SEVERABILITY**

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this agreement, which shall continue in force and effect.

**ARTICLE XII.
FORCE MAJEURE**


To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until disability to perform is removed.

{Execution Page Follows}

**ARTICLE XIII.
EXECUTION**

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This agreement shall not be effective until executed by all parties.

FORT BEND COUNTY, TEXAS

By: 
KP George, County Judge

Date: 6/13/2023

ATTEST:


Laura Richard, Fort Bend County Clerk

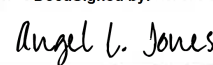


APPROVED: FORT BEND COUNTY PURCHASING AGENT

By: 
Jaime Kovar, Purchasing Agent

Date: 6/2/23

CITY OF MISSOURI CITY, TEXAS

By: 
DocuSigned by:
B1C05318BF56476...

Date: 7/5/2023

ATTEST:


DocuSigned by:
509F2838C6314E5...

7/5/2023

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF MISSOURI CITY

On this the 13th day of June, 2023, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Morales; seconded by Commissioner Prestage, duly put and carried.

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and City of Missouri City for assistance in purchasing certain governmental administrative functions, goods or services; said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

APPROVED BY COMMISSIONERS COURT this 13th day of June, 2023.

KP George
KP George
County Judge

Vincent Morales
Vincent Morales
County Commissioner, Precinct 1

Grady Prestage
Grady Prestage
County Commissioner, Precinct 2

Andy Meyers
Andy Meyers
County Commissioner, Precinct 3

Dexter McCoy
Dexter McCoy
County Commissioner, Precinct 4

ATTEST:
Laura Richard
Laura Richard, County Clerk



EXHIBIT B

**AGREEMENT/CONTRACT
FOR
ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES
FOR THE CITY OF MISSOURI CITY, TEXAS
(LOCAL CONTRACT NO. 21-003)**

STATE OF TEXAS §

COUNTY OF FORT BEND §

This AGREEMENT made, entered into and executed by and between the CITY OF MISSOURI CITY, a body corporate and politic under the laws of the State of Texas, hereinafter called "CITY", and **ECONOLITE SYSTEMS, INC** hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the CITY and the CONTRACTOR desires to perform the same;

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the services at outlined in Exhibit B

**SECTION II
CHARACTER AND EXTENT OF WORK**

The CONTRACTOR shall provide the services as defined in Section I. The CITY shall be under no obligation to pay for any additional services rendered without prior written authorization.

**SECTION III
TERM AND TERMINATION**

This AGREEMENT shall begin upon execution and shall terminate two years from the date of execution. After the initial term, this AGREEMENT shall be deemed renewed automatically each year for two additional, one-year terms, unless the CITY or the CONTRACTOR elects not to renew this AGREEMENT with thirty (30) days written notice.

This AGREEMENT may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This AGREEMENT may be terminated immediately by the CITY for cause. Upon termination, CITY shall pay CONTRACTOR, at the rate set out in **Exhibit B**, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this AGREEMENT to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

SECTION IV COMPLIANCE AND STANDARDS

The CONTRACTOR agrees to provide services hereunder in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. The CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this AGREEMENT, and the CONTRACTOR will, at its cost and expense, defend, pay on behalf of, and protect the CITY and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of the CONTRACTOR. The indemnification provision shall survive the expiration or termination of the AGREEMENT.

Force Majeure. Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this AGREEMENT due to any cause beyond its reasonable control, including acts of war, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the CITY may cancel the contract without penalty.

SECTION V THE CONTRACTOR'S COMPENSATION

For and in consideration of the services rendered by the CONTRACTOR pursuant to this AGREEMENT, the CITY shall pay the CONTRACTOR the amount not exceed \$600,000.00

SECTION VI COMPENSATION

The CONTRACTOR shall be paid for the services and reimbursable travel expenses, if approved, as set forth in **SECTION I**. The CITY shall pay the CONTRACTOR in accordance with the Texas Government Code, Chapter 2251.

The CONTRACTOR must submit invoices for all services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted to the City staff member as noted in **SECTION VIII** or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for services rendered without prior authorization. Invoices shall also be submitted electronically to Accounts Payable accountspayable@missouricitytx.gov with a copy to the appropriate CITY staff member.

The CONTRACTOR shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY. When the CITY believes there is an error on the invoice received from CONTRACTOR, the CITY has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the CITY, the vendor must submit a new invoice and the CITY has thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.

SECTION VII TERMINATION

The CITY may terminate this AGREEMENT at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this AGREEMENT upon thirty (30) days written notice to the CITY in the event the CITY has failed to pay the CONTRACTOR'S invoices. If the CONTRACTOR has been providing services in accordance with this AGREEMENT, the CITY shall pay the CONTRACTOR all amounts due up to the time of termination.

SECTION VIII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this AGREEMENT. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this AGREEMENT shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this AGREEMENT shall be mailed to the CONTRACTOR at the following address:

Timothy Souder, Director
9215 Solon Rd, Suite C1
Houston, TX 77064
tsouder@econolite.com
Phone: 346.325.9581

All notices and communications under this AGREEMENT shall be sent to the CITY to the following:

City of Missouri City
Attn: Clifford Brouhard, Assistant Director of Public Works
1522 Texas Parkway
Missouri City, Texas 77489
Clifford.Brouhard@Missouricitytx.gov
Phone: 281.403.8555

**SECTION IX
LIMIT OF APPROPRIATION**

Prior to the execution of this AGREEMENT, the CONTRACTOR has been advised by the CITY and the CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this AGREEMENT, that the CITY shall have available the amount budgeted by the CITY for materials testing to discharge any and all liabilities which may be incurred by the CITY pursuant to this AGREEMENT and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

**SECTION X
SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this AGREEMENT without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION XI
MEDIA**

Contact with the news media shall be the sole responsibility of the CITY. The CONTRACTOR shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

**SECTION XII
AUTHORITY OF CITY PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager. The CITY'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this AGREEMENT.

**SECTION XIII
MODIFICATIONS**

This instrument contains the entire AGREEMENT between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, except for a subsequent modification in writing signed by both parties hereto.

SECTION XIV FISCAL FUNDING

The CITY'S fiscal year is October 1st through September 30th.

If this contract extends beyond September 30th, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

SECTION XV INSURANCE REQUIREMENTS

If required, as indicated below, the CONTRACTOR shall procure and maintain, with respect to the subject matter of this AGREEMENT, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this AGREEMENT.

If applicable, a current certificate of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document.

POLICY REQUIREMENTS (IF APPLICABLE)

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this AGREEMENT shall furnish a completed insurance certificate to the CITY prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this AGREEMENT with a limit of not less than \$1,000,000.00;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$100,000.00;
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence; and
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

The CITY shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

(a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;

(b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;

(c) Provide for notice to the CITY at the address shown in this AGREEMENT;

(d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and

(e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this AGREEMENT. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this AGREEMENT.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

NOTICES

All notices shall be given to the CITY at the following address:

City of Missouri City
Procurement and Risk Management
1522 Texas Parkway
Missouri City, Texas 77489

APPROVAL

Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

SECTION XVI PROHIBITION ON BOYCOTTING ISRAEL

Pursuant to Section 2271.002, Texas Government Code, the CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the House Bill 89 Verification Form, Exhibit A, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this AGREEMENT.

**SECTION XVII
ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST
ORGANIZATIONS PROHIBITED**

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**SECTION XVIII
CHOICE OF LAW**

This AGREEMENT shall be governed by the laws of the State of Texas, except for the conflict of law provisions, with venue in Fort Bend County, Texas and the CONTRACTOR hereby consents to such jurisdiction and venue.

**SECTION XIX
SEVERABILITY**

In the event that any provision(s) of this AGREEMENT shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this AGREEMENT, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this AGREEMENT.

**SECTION XX
CERTIFICATE OF INTERESTED PARTIES**

Texas Legislature House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code.

Additional information and the form to be used to file this notice can be found at:
<https://www.ethics.state.tx.us/filinginfo/1295/>

**SECTION XXI
CONTRACT SIGNATURE SHEET**

This document and the included exhibit, except for any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR, is the entire AGREEMENT and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the said CITY has lawfully caused these presents to be executed by the City Manager of said CITY, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Reviewed by Shannon Pleasant Date 12/29/2020
Shannon Pleasant - Procurement & Risk Manager

Department Director: [Signature] Date 12/29/20

Reviewed by Legal NA Date _____
Approved to Form

ECONOLITE SYSTEMS, INC
[Signature]
Signature
DIRECTOR
Title
Date 12/23/2020

CITY OF MISSOURI CITY
[Signature]
Glen Martel - Assistant City Manager
Date 12/30/2020
[Signature]
Odis Jones - City Manager
Date 12/30/2020

EXHIBIT A

I, TIMOTHY SOUDER,
being an adult over the age of eighteen (18) years and the undersigned authorized representative
of ECONOLITE SYSTEMS, INC.
(hereafter referred to as "Company"), do hereby verify that the above-named Company, under
the provisions of Subtitle F, Title 10, Texas Government Code, Chapter 2271:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of this Agreement with the City of Missouri City.

Pursuant to Section 2271.002, Texas Government Code, the following term has the following meaning:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signature]
Signature

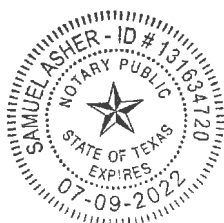
12/13/2020
Date

STATE OF TEXAS
COUNTY OF Willkenson

§
§
§

This instrument was acknowledged before me this 23rd day of December, 2020,

by Timothy Souder



[Signature]
Notary Public, State of Texas

EXHIBIT B

SECTION II TECHNICAL SPECIFICATIONS AND PRICING

A. SERVICES

The Contractor shall provide ongoing and regular field preventative maintenance and repair of traffic signal equipment, flashing beacons, and other related equipment including but not limited to field cabinet hardware by duly trained and qualified personnel.

The Contractor shall provide and maintain emergency service response for the City's traffic signals on a 24-hour a day, 7 days per week basis, including all holidays.

The Contractor shall provide a vehicle for the use of the Contractor's Traffic Signal Technician(s) which shall be equipped with warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of 28 feet from the roadway surface (for overhead work only); necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various network communication equipment for dispatch. In addition, Contractor's employee(s) shall be required to have web-enabled communication equipment for dispatch purposes. At a minimum, this shall be a smartphone capable of e-mail, voice, numeric and text messaging with vibration alert. All of the required equipment shall be properly maintained and functional 24 hours a day, 7 days per week, including holidays.

The Contractor must be currently active in the maintenance of traffic signals and have sufficient experience in maintaining traffic signals. At a minimum the Contractor must have 5 years of experience providing traffic signal maintenance for at least three agencies.

The Contractor shall ensure that any vehicle used within the boundaries of the City where lane closures or work within the travel lanes are required, shall be equipped with warning beacons/strobe lights, the proper quantity and sized cones for a lane closure and any required advanced warning signs. All of the Contractor's employees working within the boundaries of the City shall be equipped with appropriate personal protection equipment (PPE) (i.e., hard hat, safety vest) and a communications device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with City staff.

The Contractor shall make readily available in functioning order: all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals and flashing beacons in compliance with current City standards and specifications.

The Contractor shall only change the timing of City traffic signals upon receiving advance written approval or direction from the City's Traffic Operations Manager.

During emergency conditions, the Contractor shall assure full cooperation with the City and those employees of the City as indicated.

The Contractor shall not represent the City in matters of policy or procedure under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City.

The Contractor shall provide traffic control/lane closures that conform to the Manual on Uniform Traffic Control Devices (MUTCD).

B. ROUTINE MAINTENANCE

The Contractor shall enact a continuing comprehensive maintenance program designed to extend the useful life of the City's traffic signal equipment and to eliminate or reduce any incidence of malfunctions and citizen complaints related to traffic signal equipment.

1. PREVENTATIVE MAINTENANCE

Routine and preventative maintenance of traffic signals and flashing beacons is managed and performed by the City's traffic operations staff, however, the Contractor shall be prepared to assist with maintenance activities on an as need basis.

2. TRAFFIC SIGNAL CONTROL EQUIPMENT

The Contractor shall repair, replace or otherwise render in good working order any and all defective parts of all traffic signal control and network equipment. Further, the Contractor shall only use new parts for permanent replacement. Exceptions to this requirement shall only occur on an individual basis upon approval from the City's Traffic Operations Manager.

The Contractor shall maintain any new traffic signal equipment, in-roadway warning lights, flashing beacons, and any other related devices, which are installed for or by the City throughout the term of the contract. These added devices, regardless of the complexity of the technology shall be maintained in the same manner and for the same flat rate as those devices already covered by the contract.

C. CONTRACTOR SHOP AND EMERGENCY SERVICE

The Contractor shall establish an adequate shop and storage facility. This facility shall have the necessary staff, traffic signal poles, signals, traffic signal controllers, traffic signal communications devices, LEDs, controller cabinets, service cabinets, wiring, pullboxes, pullbox lids, vehicle equipment, and other necessary materials required to perform all needed maintenance and to perform temporary and permanent repair of accidental damage to traffic signal equipment/devices. This facility shall also be equipped to perform bench test of traffic signal controller cabinets in accordance with the City's specifications.

The Contractor shall maintain a single toll free telephone number during the entire term of the contract where he/she or a designated representative can be reached 24 hours a day, 365 days a year.

The Contractor shall also maintain and provide direct telephone numbers, cellular phone numbers, and email addresses of various pertinent staff/employees with which the City can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, testing of equipment, and various other issues.

When notified of any traffic signal device malfunction, failure, loss of indication, accidental damage, construction damage, or any traffic signal service call, the Contractor shall respond and be at requested location within the established time presented in Exhibit C, following notification from the City.

In the event of a knockdown, the Contractor shall provide emergency temporary replacement of equipment of a type acceptable to the City until permanent repairs can be accomplished. The Contractor shall not reinstall the damaged equipment even if there are no visible signs of damage. Public safety and reliability are of the utmost concern. The Contractor shall install a temporary device appropriate for the situation and consult with the City to identify a permanent replacement.

The Contractor shall inventory all traffic Signal/ITS equipment and track maintenance work orders, troubleshoot

fiber optic faults as well as network issues on the core and field switches, maintain network configuration records, repair network issues, review and comment on network designs, and troubleshoot and repair ITS devices including controllers, CCTV cameras, wireless radios, etc.

At any time the Contractor is notified of an emergency situation by the City, or other duly recognized authority, the Contractor shall call or email the appropriate City staff members including the City's Traffic Operations personnel, with the nature of the emergency.

D. SIGNAL UPGRADES, MODIFICATIONS AND INSTALLATIONS

The Contractor shall install, modify, and/or upgrade traffic signals and all associated hardware of traffic safety devices as requested by the City. All such work shall be considered extra work and shall be performed to the satisfaction of the City.

No additional or extra work shall be commenced or undertaken by the Contractor unless authorized in advance by the City. Additional or extra work shall be performed in accordance with the most current version of the City's standards and specifications. This work shall be performed within a specified time limit established by the City and for a mutually agreed upon price or at the predetermined time and material rates.

E. PERSONNEL

The Contractor shall provide staffing with experience and training for the equipment currently utilized by the City. At a minimum, technicians must:

- Be certified by the International Municipal Signal Association (IMSA) as a Level III or higher. (Lead Technician)
- Be certified by the International Municipal Signal Association (IMSA) as a Level II or higher.
- Have a minimum of 5 years of experience in the traffic signal maintenance industry. (Lead Technician)
- Be formally trained to troubleshoot and repair City specific equipment. (All Technicians)
- Be familiar with troubleshooting fiber optic faults as well as network issues on the core and field switches, maintain network configuration records, repair network issues, review and comment on network designs, troubleshoot and repair ITS devices including controllers, CCTV cameras, wireless radios, etc.

F. MEETINGS

The Contractor's representative shall be available to meet, when deemed necessary, with City staff at a mutually agreed upon time and place to review maintenance activities, operational and timing activities, pending work, estimates, work quality, and any items related to Contractor's work under this contract.

G. COMPENSATION

The Contractor shall be compensated for technician services required under this contract at a per hour rate as detailed under Pricing. This rate shall include the technician, associated vehicles and appropriate tools.

The Contractor shall be compensated for parts, equipment, and supplies they purchased for the City to complete job assignments. These parts, equipment, and supplies shall be approved by City staff prior to purchase. The compensation rate shall be invoice price (excluding taxes) plus the agreed upon markup percentage presented under Pricing.

Extra work is any work not completed during normal work hours. The Contractor shall be compensated for extra work and repairs in accordance with the established labor rates and material markups presented under Pricing.

PRICING

The work performed by the Contractor will be paid at the hourly labor rates corresponding to the labor categories set forth below. Billable hours will be based on actual work hours recorded by personnel engaged in the performance of work under this Agreement. Labor charges shall be determined by multiplying the hourly labor rate corresponding to an employee's assigned labor category classification by the number of hours worked and recorded against the contract in a given (1) week time period, which has not been previously invoiced by the contractor and paid by the City of Missouri City. The fixed professional services are as follows:

Labor Category:	Base Hourly Labor Rate:
Superintendent	<u>\$134.69</u>
Field Technician III	<u>\$86.55</u>
Field Technician II	<u>\$77.46</u>
Field Technician I	<u>\$44.62</u>

*See attachment A for labor description breakdown

Superintendent

Superintendent cost shall include the required field superintendent along with truck and basic tools necessary to perform the task of this discipline. (i.e., laptop and test equipment)

Field Technician III

Tech III cost shall include the required level technician along with truck and basic tools necessary to perform the task of this discipline. (i.e., laptop, electronic test equipment, fiber optic test equipment)

Field Technician II

Tech II cost shall include the required level technician along with bucket truck and basic tools necessary to perform the task of this discipline. (i.e., hand tools, laptop, and electronic test equipment.

Field Technician I

Tech I cost shall include the required level technician along with basic hand tools.

% Markup from cost for parts, equipment and supplies purchased for the City, for these services with City staff approval. A purchase invoice must be provided.

Cost + 12 %

What is your normal response time? 2 hours

What is your emergency response time? 1 hours

Extra Work Rates:

- a. Normal Work Hours (Base Labor Rate) Base Hourly Labor Rates Listed Above
- b. After Hours/Weekends (Base Labor Rate x 1.5) Base Hourly Labor Rates Listed Above X1.5
- c. Texas State Holidays (Base Labor Rate x2) Base Hourly Labor Rates Listed Above X2

Definition of Labor Rate Categories:

Normal Work Hours = 7am to 5pm, Monday thru Friday

After Hours = 5pm to 7am, Monday thru Thursday

Weekend Hours = 5pm Friday thru 7am Monday

Holidays = 5pm day before thru 7am the day after

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Attachment "A"

Superintendent/Network Engineer/Tower Climber \$134.69/hr

Cost shall include the licensed/certified personnel along with truck and basic tools necessary to perform the task of this discipline. (i.e., laptop, test equipment, climbing gear)

Field Technician III & Fiber Optic Specialist: \$86.55/hr

IMSA Certified Field/Bench Tech III cost shall include the required level technician along with bucket truck and tools necessary to perform the task of this discipline. (i.e., laptop, electronic test equipment, fiber optic test equipment and tools)

Field Technician II: \$77.46/hr

IMSA Certified Field Tech II cost shall include the required level technician along with bucket truck and tools with the knowledge necessary to perform the task of this discipline. (i.e., hand tools, laptop, and electronic test equipment, troubleshooting of cabinet and intersection.

Field Technician I: \$44.62/hr

IMSA Field Tech I cost shall include the required level technician along with basic hand tools for ground support.