

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
DENTON INDEPENDENT SCHOOL DISTRICT  
AND  
THE COUNTY OF DENTON, TEXAS

THIS AGREEMENT is made and entered into by and between the DENTON INDEPENDENT SCHOOL DISTRICT (hereinafter "DISD") and the COUNTY OF DENTON, TEXAS (hereinafter "DENTON COUNTY"), acting by, through, and under the authority of their respective governing bodies; and

WHEREAS, DENTON COUNTY is a political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, DISD is a political subdivision of the State of Texas, located in Denton County, and a legally constituted independent school district, engaged in the provision of education and related services for the benefit of the citizens located within its district; and

WHEREAS, DISD and DENTON COUNTY, being political subdivisions of the State of Texas, have the authority to individually perform the services set forth in this Agreement and mutually desire to enter into this interlocal agreement as provided for in Chapter 791 of the Texas Government Code (Vernon 1994) in order to maximize the benefits derived from each taxpayer dollar through their collective and cooperative efforts; and

WHEREAS, DISD and DENTON COUNTY have previously cooperated in the installation and operation of certain components of fiber optic systems within shared rights-of-way; and

WHEREAS, DISD and DENTON COUNTY have found this cooperation to be mutually beneficial and desire to expand the scope of their cooperation to include monitoring the integrity of the fiber optic systems and the identification and location of the systems for third parties; and

WHEREAS, DISD and DENTON COUNTY agree that all payments made in connection with the governmental functions provided for by this Agreement shall be made from current revenues available to the paying party and the payments received are adequate and fairly compensate the parties for the services performed.

NOW THEREFORE, DISD and DENTON COUNTY, for and in consideration of the premises and the mutual covenants set forth herein do hereby AGREE as follows:

I  
RECITALS AND PREAMBLE

All matters and recitations stated in the preamble of this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

II  
TERM OF AGREEMENT

The term of this Agreement shall be for five years commencing on October 1, 2007 and ending on September 30, 2012 but shall not be effective until the governing bodies of each party have approved and ratified this Agreement. This Agreement is renewable up to ten years. Each party reserves the right to revisit the agreement for purposes of amendment or revision on an annual basis or any time as a result of changes relating to DISD's agreements with Texas One Call or the Fiber Maintenance Contractor.

III  
PURPOSE

The purpose of this Agreement is, as described in the preamble, to expand the parties' cooperative effort; to acquire the ability to monitor the continuing integrity of the fiber optics systems and for the identification and location of the systems for the benefit of third parties whose activities may inadvertently interfere or disrupt the systems; and to provide for the acquisition of the means by which the purposes are to be achieved.

Further, the respective parties have previously agreed that the Bentley software Package including Bentley Fiber, Bentley Microstation and Bentley inside Plant to be the best value to the parties for monitoring the integrity of the fiber optic systems.

IV  
DEFINITIONS

- a. DISD and DENTON COUNTY are sometimes referred to herein collectively as the "Parties" or individually as a "Party."
- b. "Fiber Optic System" means any communications conduit (whether occupied or vacant) and any installed fiber optic cable.
- c. "Fiber Maintenance Contractor" means the contractor selected by DISD to provide fiber optic locating services and emergency repairs. At the time of the contract signing, the current contractor is Henkels & McCoy, Inc.

V

**DISD REPRESENTATIONS**

The parties' respective technology staffs have heretofore recommended Texas One Call as being the appropriate and proper provider of a central filing system for the identification and location of underground communication systems. Texas One Call is widely known, provides signage for placement in the proximate area of the underground system warning of hazards for excavation, and provides twenty-four hour a day service for contact.

DISD has entered into agreement with Texas One-Call for the provision of services incidental to identifying and locating the parties' fiber optics systems for the benefit of third parties whose construction, excavation or other activities may potentially interfere or disrupt the fiber optic systems. A true and correct copy of the agreement is attached hereto, labeled Exhibit "A". The current agreement requires payment for the services of Texas One-Call at the following rates:

- a. Contacts which require physical on site location of the underground systems within a two (2) hour period - One and 25/100 Dollars (\$1.25); and
- b. Contacts which require physical on site location of the underground systems within a forty-eight hour period - Zero and 80/100 Dollars (\$0.80).

DISD has obtained the necessary computing hardware and software (Bentley Fiber, Bentley Microstation, and Bentley Inside Plant software) for the monitoring of the integrity of the fiber optic systems.

DISD has entered into an agreement with a Fiber Maintenance Contractor, for actual, under-the-ground, location of the fiber optics system. **The current agreement provides compensation to the Fiber Maintenance Contractor for their services at a cost of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) per month.** A true and correct copy of the current agreement is attached hereto, labeled Exhibit "B". This agreement will be reviewed annually and is subject to change as needed. DISD may revise its agreement with the Fiber Maintenance Contractor or select a new Fiber Maintenance Contractor as necessary.

VI

**DISD OBLIGATIONS**

DISD will administer the agreement with Texas One Call by responding to all requests for identification of the underground fiber optics system; contacting the Fiber Maintenance Contractor for actual on site physical location of the system, and for receipt of invoices from the third party contractors and submission of payment for same.

DISD shall make Bentley server hardware available to DENTON COUNTY staff through a network connection and provide server hard drive space to DENTON COUNTY for the purpose of holding their data set within the Oracle database. DISD shall notify DENTON COUNTY before any scheduled maintenance which could affect access to the Bentley system or as soon as possible after any unplanned outages. DISD shall provide a full backup copy of DENTON COUNTY data upon request. DENTON COUNTY will reimburse DISD for reasonable costs associated with providing the backup copy of the data.

DISD on a quarterly basis shall submit to DENTON COUNTY for payment legible copies of all invoices from Texas One Call, Inc. DISD shall remit full payment to the respective entities.

On an annual basis DISD shall provide to DENTON COUNTY an accounting of all funds paid for the services incidental to this agreement. DISD shall, at any other time, on request by DENTON COUNTY, provide to DENTON COUNTY an accounting of any and all invoices and funds paid for the services incidental to this Agreement.

## VII

### DENTON COUNTY OBLIGATIONS

DENTON COUNTY shall pay to DISD the sum of Thirty Thousand Nine Hundred Ninety-Five and no/100 Dollars (\$30,995.00) for reimbursement for one-half (½) the cost of the Base Network Bentley software within thirty (30) days from the receipt of the invoice from DISD after the agreement is approved and ratified by both parties. DENTON COUNTY shall purchase seat licenses and associated maintenance. If DISD chooses to quit using the Bentley software DENTON COUNTY is entitled to the database and shared Bentley software licenses for its own use.

DENTON COUNTY shall reimburse DISD for one-half (½) the cost of "locate tickets" received from Texas One Call.

**DENTON COUNTY shall reimburse DISD One Thousand One Hundred and no/100 Dollars (\$1,100.00) per month for the cost of the services of the Fiber Maintenance Contractor.**

All payments to be made by DENTON COUNTY in reimbursement to DISD shall be due and payable within thirty (30) days of the date of receipt of the invoice from DISD.

## VIII DEFAULT AND TERMINATION

If either party shall default in the performance of any of the terms or conditions of this Agreement, that party shall have ten (10) days after delivery of written notice of such default within which to cure such default. If the defaulting party fails to cure its default in such period of time, then the non-defaulting party shall have the right without further notice to terminate this agreement.

This agreement may be terminated by either party, at its sole decision, with or without cause, and without prejudice to any other remedy to which it may be entitled at law or in equity, by giving written notice no less than ninety (90) days prior to the end of any term to the other party of its intention to terminate.

## IX MISCELLEANOUS PROVISIONS

### Amendment

This Agreement may be amended only by written instrument signed by both DISD and DENTON COUNTY.

### Alternate Dispute Resolution

Any dispute arising from the failure of either DISD or DENTON COUNTY to perform shall be submitted to mediation prior to institution of legal proceedings. It is further agreed and understood that the scope of matters to be submitted to dispute mediation is limited to disputes concerning sufficiency of performance. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance shall be referred to a court of competent jurisdiction in Denton County, Texas.

### Assignability

This agreement is between DISD and DENTON COUNTY and may not be assigned.

### Confidentiality

All data exchanged between DISD and DENTON COUNTY in connection with this Agreement, which is identified as proprietary information, shall be protected by DISD and DENTON COUNTY to the same extent as other proprietary information is treated within. If however such data publicly available under the Public Information Act or other applicable laws or was rightfully obtained prior to this agreement, neither party shall bear responsibility for its disclosure.

### Duplicate Originals

This Agreement has been executed in duplicate originals each of which shall be regarded as an original, with the same effect as if the signatures thereto and hereto were upon the same document, and all of which shall constitute one and the same document.

### Governing Law and Partial Invalidity

The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed in Denton County, Texas. Venue in any dispute shall be Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

### Integration

There are no understandings or agreements between the parties, or representations made by the parties, oral or written, which are not specified herein. This drafting of this Agreement has been the joint effort of the parties, and neither party contends the interpretation of the Agreement should be in their favor, as the other party was the scrivener.

### Maintenance and Repair

The fiber maintenance contractor shall be responsible for all repairs of damaged fiber. It being agreed, the responsibility for payment of repair is upon the owner of equipment/fiber and this agreement does not shift that burden.

### No Third Party Beneficiaries

This Agreement is not intended to create any liability for the benefit of third parties.

Notice

All notices, demands or other writings may be delivered by either party by U.S. First Class Mail at the following addresses:

DENTON COUNTY ADDRESS:

Kevin Carr  
Director of Information Services  
Denton County  
401 W. Hickory St, Suite 637  
Denton, Texas 76201-9026

DISD ADDRESS:

Ernie Stripling  
Technology Information Officer  
Denton Independent School District  
1212 North Elm  
Denton, Texas 76201

With a copy to:

Honorable Mary Horn  
Denton County Judge  
110 W. Hickory St  
Denton, Texas 76201

With a copy to:

Debbie Monschke  
Executive Director of Budget and Finance  
Denton Independent School District  
1307 North Locust  
Denton, TX 76201

Waiver

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

**WITNESS THE ACTS OF THE GOVERNMENTS:**

DENTON INDEPENDENT SCHOOL DISTRICT

The foregoing Interlocal Cooperation Agreement between Denton Independent School District and the County of Denton was offered for approval on motion made by \_\_\_\_\_ seconded by \_\_\_\_\_, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on \_\_\_\_\_, at which \_\_\_\_\_ Trustees were present, by the following vote: \_\_\_\_\_ For, \_\_\_\_\_ Against, and \_\_\_\_\_ Abstaining.

\_\_\_\_\_  
Charles Stafford, President  
Board of Trustees  
Denton Independent School District  
1307 North Locust  
Denton, Texas 76201  
(940) 369-0001

ATTEST:

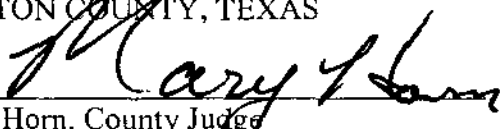
\_\_\_\_\_  
Jeanetta Smith,  
Secretary



THE COUNTY OF DENTON, TEXAS

The foregoing Interlocal Cooperation Agreement between Denton Independent School District and the County of Denton was offered for approval on motion made by Comm. White seconded by Comm. Eads, and after discussion was adopted by the members of the Commissioners Court of Denton County, Texas at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on 10-23-07, at which the County Judge and 4 Commissioners were present, by the following vote: 5 For, 0 Against, and 0 Abstaining.

DENTON COUNTY, TEXAS

  
Mary Horn, County Judge  
Denton County Commissioners Court  
110 West Hickory, Room #207  
Denton, Texas 76201  
(940)349-2820

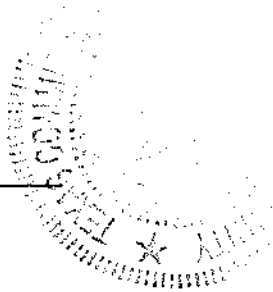
ATTEST:  
DENTON COUNTY CLERK

By: 

Approved as to form:

By: 

Kim Gilles  
Assistant District Attorney



## SERVICE CONTRACT

COPY

This contract is made and entered into \_\_\_\_\_ (date)  
Between One Call Systems, Inc., a Pennsylvania Corporation (hereinafter called  
"OCS") and  
Denton Independent School District \_\_\_\_\_ (Company) whose principal place of  
business is  
Denton, Texas \_\_\_\_\_ hereinafter called Customer".

### WITNESSETH

WHEREAS, OCS provides an automated calling service to notify participating utilities of underground excavations and other related services; and

WHEREAS, Customer desires to utilize such services; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

#### 1. OCS' SERVICES

- (a) OCS will establish, program, manager and operate complete One Call Center services for Customer as well as furnish all computers and equipment necessary to perform the services described in Exhibit A (Call Center Services") attached hereto and made a part hereof in accordance with the terms of this contract.
- (b) OCS shall maintain a database in accordance with mutually agreed Contract specifications.

#### 2. Responsibilities

- (a) Customer shall be responsible for the installation, maintenance and operation of its remote terminal equipment and shall be liable and responsible for the accuracy of all data and information contemplated by this Contract that it sends or transmits to OCS. Customer shall be responsible for all telephone, voice and data communications necessary to transmit or receive data and information between the parties and all their related charges.
- (b) Customer shall approve and verify in writing the database and any changes or modifications thereto. If for any reason during the term of this Contract Customer requests changes to the database after approval and verification, such changes shall be in writing and made according to the attached Exhibit B (Price Schedule)

3. Term of Contract

- (a) This Contract is effective from the date it is accepted by OCS and shall continue in full force and effect for an initial term of three (3) years. Notwithstanding the foregoing, this Contract may be terminated, by OCS or Customer, at the end of the initial term of this Contract by at least 90 days prior written notice.
- (c) Unless preceded by said termination notice, the Contract shall renew automatically and continue in effect year-to-year after completion of the initial Contract term until terminated as provided above. Customer shall be notified in writing if any changes are to be made to the Price Schedule (Exhibit B) at least 120 days prior to the expiration of any contract term.

4. Prices and Charges

The services to be performed under this Contract are subject to OCS' Price Schedule (Exhibit B) which is attached and by reference is made part of this Contract. The prices and charges set forth in Exhibit B do not include sales, use, excise, or other similar taxes. Consequently, in addition to the prices and fees specified, the amount of any present or future sales, use, excise, or other similar tax applicable to the sales of services hereunder shall be paid by Customer promptly upon being billed therefore; or, in lieu thereof, Customer shall provide OCS with a tax exemption certificate acceptable to the taxing authorities and to OCS.

5. Payment

Customer agrees, upon receipt of invoice, to pay all charges for use of OCS' One Call services as determined by OCS upon the basis of OCS' Price Schedule(s) (Exhibit B) in effect at time of usage. In the event any invoice is not paid by Customer WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE, OCS may (reserving cumulatively all other remedies and rights whatsoever), at its sole option and discretion, may assess a finance charge of 1 ½ percent on the unpaid balance and so notify the Customer. In the event any invoice is not paid by Customer WITHIN NINETY (90) DAYS FROM DATE OF INVOICE, OCS may (reserving cumulatively all other remedies and rights whatsoever), at its sole option and discretion, and without prior notice to Customer, terminate this Contract and/or Customer's access to and use of the One Call services; and OCS shall have no responsibility or liability to Customer for damages of any kind including indirect, special or consequential damages. Customer agrees that if any invoice from OCS is not paid by Customer pursuant to this clause then OCS is under no obligation to release to Customer or any other entity Customer's files, or the data contained therein, nor may Customer in such event have access to said files or data in any manner whatsoever until said invoice is paid in full.

Customer expressly agrees, in the event Customer fails to pay its invoice, that OCS holds a security interest in Customer's files. Customer agrees to pay all costs and expenses of collecting any past - due invoices, including all attorney's fees and court costs.

6. Technical Support

- (a) Should a programming error that adversely affects the performance of OCS' services be reported by Customer or discovered by OCS, OCS will assign a qualified Technical Consultant to the review and correction of that error. OCS further agrees that within twenty-four (24) hours of receipt of the report of a program error, it will advise Customer of the corrective action being taken and the estimated date it will be completed.
- (b) Customer's requests for the development of specialized software shall be reviewed by OCS' management and technical staff. OCS shall review Customer's requirements and prepare a proposal stating pertinent information regarding the software development effort and associated costs. Thereafter, if the specialized software is desired, Customer will authorize and accept OCS' proposal and sign prior to initiation of development efforts.

7. SYSTEM MODIFICATIONS

To improve the quality of the service to Customer, OCS reserves the right to change the rules of operation, accessibility periods, system equipment, identification procedures, type of terminal equipment, location of computers and programming language. If these changes will invalidate or materially change the running procedures or costs of the OCS system to Customer, advance notice shall be given. If Customer objects to such changes, OCS shall negotiate with Customer to minimize or eliminate any material adverse impact on Customer.

8. Training and Assistance

- (a) OCS will provide assistance and advice to the participants of Customer as requested, that is normally and usually provides to Customer.
- (b) OCS will provide reports on a monthly basis to the Customer documenting the services provided under the contract.

9. Ownership

The software and database program (hereinafter collectively called "Program") developed by OCS to provide its service under this Contract is and shall be the exclusive property of OCS. OCS may develop, use, market, lease, sell, enhance, license, sublicense or otherwise deal in the Program or in programs similar to the Program for itself or for others in any manner it deems in its best interest. Should

this Contract be terminated by either party as provided herein, and provided Customer is not in default of this Contract, a copy of Customer's database will be promptly given to customer at no charge. All programs developed by or for OCS constitute confidential information and trade secrets to OCS and shall remain the property of OCS. Customer's use, if any, of said programs shall be on terms and conditions that OCS may determine.

10. Indemnity

OCS shall be indemnified and saved harmless by Customer from and against all losses, liabilities, damages and expenses, including reasonable attorney's fees, arising from or related to Customer's use of the One Call services provided hereunder to the full extent of the law.

11. Limitations

- (a) IN NO EVENT SHALL OCS BE LIABLE FOR SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM ANY ACT OR OCCURRENCE RELATING TO THE PERFORMANCE OF THIS AGREEMENT BEYOND THE LIMITS OF THE REQUIRED INSURANCE AS STATED IN EXHIBIT C ATTACHED THERETO AND MADE A PART HEREOF.
- (b) LIABILITY OF OCS IN EXCESS OF INSURANCE COVERAGE DESCRIBED IN (a) ABOVE, IN ANY AND ALL CATEGORIES AND FOR ANY AND ALL CAUSES, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION SHALL IN THE AGGREGATE NOT EXCEED ONE MONTH'S AVERAGE BILLING TO CUSTOMER TAKEN OVER THE TWELVE MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED, BUT IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE MONTHS PRECEDING AVERAGE BILLING WILL BE TAKEN FOR THE MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.
- (c) Neither party shall be liable to the other party for any loss, injury, delay, damages or other casualties suffered by the other due to strikes, riots, storms, fires, acts of God or government, or any cause, whether similar or dissimilar to the foregoing, beyond the reasonable control of such party.
- (d) Customer understands and agrees that , with regard to any One Call service acquired or used by Customer pursuant to this Contract, the limitation of liability provision hereof shall extend to protect, and insure to the benefit of, all OCS suppliers and consultants and to all owners and

licensors of proprietary programs marketed or provided on OCS Computer Systems and to all OCS subsidiaries, affiliates, and associated companies (such protected persons hereafter referred to collectively as the "OCS Suppliers".

- (e) OPINIONS, JOB COSTS, SURVEYS AND ESTIMATES RENDERED TO CUSTOMER AS TO ANTICIPATED COST FIGURES FOR CUSTOMER USAGE OF OCS' ONE CALL SERVICES ARE ESTIMATES ONLY AND, UNLESS SPECIFICALLY GUARANTEED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OCS AT ITS CORPORATE HEADQUARTERS, ARE NOT A LIMITATION ON THE CHARGE TO CUSTOMER FOR USAGE OF THE SYSTEM.

12. Legal Construction

- (a) This contract shall be construed under and in accordance with the laws of Texas
- (b) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this Contract shall be construed as if such invalid, illegal, or unenforceable provision has never been contained
- (c) In the event of conflict between the provisions of this Contract and any specifications agreed to by the parties, this Contract shall have precedence.
- (d) This Contract together with the applicable Price Schedule(s) and any Supplements or Addenda is the complete and exclusive agreement and understanding between the parties and supersedes all proposals, prior agreements, representations and all other documents or communications, oral or written, between the parties. No waiver, alternation, or modification of any of the provisions hereof shall be binding unless in writing and signed by duly authorized corporate signatory of both parties. In the event Customer issues a purchase order or memorandum or other instrument covering the services provided, it is hereby specifically agreed and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect unless in the form set forth in the previous sentence herein. Except as herein expressly provided to the contrary, the provisions of this Contract are solely for the benefit of the parties hereto and not for the benefit of any other person, persons or legal entities.

- (e) No action, regardless of form, arising out of this Contract may be brought by either party more than two years after the cause of action has arisen, except in the case of nonpayment, in which event the appropriate statutory limitation to action for collection will be applicable.

13. Assignment

Neither party may assign this Contract without the written consent of any other party, except that OCS may assign same upon prior notice to Customer in conjunction with the merger or reorganization of OCS; or the sale of OCS or substantially all of the assets to which this Contract pertains; or in conjunction with the creation or acquisition of subsidiary, affiliated or associated companies.

14. Staff Qualifications

All employees used by OCS in performance of this Contract will be fully qualified in accordance with the generally accepted standards of the data input industry or otherwise fully qualified if not working directly with data input.

15. OCS Employees

All personnel involved in providing One Call related services to Customer are employees of OCS and subject to OCS' sole direction, authority, control and policies. No such employees are or shall be deemed dedicated to Customer or to any one customer using OCS' One Call Services.

16. Relationship

OCS is an independent contractor as to all services stated in this Contract that it performs for or on behalf of Customer, and OCS shall be responsible for the acts of its employees while engaged in providing the services under this Contract.

17. Notices

Notices to be given hereunder shall be deemed sufficiently served if and when deposited in the United States Post Office, marked "Certified Mail" with postage prepaid, and addressed to OCS or Customer at their respective offices set forth below:



OCS: President  
One Call Systems, Inc.  
115 Evergreen Heights Drive  
Pittsburgh, PA 15229-1397  
412-415-5000

Customer: Chairman at his  
current business address.

IN WITNESS WHEREOF. The parties have executed this Contract by their duly authorized representative.

Received by:

ONE CALL SYSTEMS, INC.

By: *[Signature]*  
Name

Vice President

Title

1-16-06  
Date

CUSTOMER

By: *[Signature]*, Pres.  
Authorized Signature/Title

*[Signature]*, Sec.  
Authorized Signature/Title

1-10-06  
Date

Curtis Paul Ramsey - Board President  
Virginia Gallian - Board Secretary  
Name (print or type)

THIS CONTRACT IS NOT BINDING ON THE VENDOR UNLESS AND UNTIL ACCEPTED BY A DULY AUTHORIZED CORPORATE SIGNATORY OF THE VENDOR.

Accepted by:

One Call Systems, Inc.

By: *[Signature]*

Name  
Michael T. McNamara  
President

Title

1/16/2006  
Date



Exhibits A & C



TEXAS ONE CALL SYSTEM

Gary W. Craig  
8227 Middlebury  
Houston, TX 77070-3618  
(281) 970-0505  
FAX (281) 970-0110  
[gcraig@1-call.com](mailto:gcraig@1-call.com)  
[www.texasonecall.com](http://www.texasonecall.com)

CALL CENTER SPECIFICATIONS

1.1 This specification covers the requirements for providing an underground excavation notification center, hereafter referred to as the CALL CENTER.

2.0 GENERAL

2.0 The CALL CENTER shall be designed to serve the State of Texas.

2.1 The management and operation of the CALL CENTER in its coverage of Texas shall be conducted in cooperation with the Underground Facility Notification Board, hereafter referred to as the One Call Board of Texas.

2.2 Definitions : 11/14/00

Participant – An entity that subscribes to the service described and may be a utility, governmental agency or private company owning underground facilities that contracts for the services of the Call Center in Texas.

Vendor – One Call Systems, Inc. A company contracting to provide the Call Center services.

Excavator – A person, private company, governmental agency or utility involved in disturbing the earth in some manner.

Incoming Transmittal – The information taken by the Call Center from the excavator.

Outgoing Transmittal – The information conveyed by the Call Center to the Participant.

- 2.3 Call Center specifications as defined in this document state the capabilities required of the vendor and unless so stated otherwise in these specifications or the agreement or schedule of pricing the vendor may charge participants for expenditures for services or activities performed for or in behalf of participants, plus a service fee and/or computer processing fee for processing incurred in meeting a request or requirement of participant.
- 2.4 Modification of this specification shall require the written consent of both the vendor and the participant.

### 3.0 CALL CENTER FUNCTIONS

- 3.1 To receive underground locate requests from excavators to have the locations of underground facilities marked by the participants, and to forward those requests via computer link, facsimile or other means to the affected participants.
- 3.2 To receive reports from excavators that they have damaged underground facilities and to immediately notify the affected participants.
- 3.3 To record on tape and maintain various files and records of all incoming and outgoing transmittals processed by the Call Center.
- 3.4 To advertise and otherwise promote the Call Center to excavators and potential participants in accordance with State regulations.
- 3.5 To have a representative attend meetings when so requested at the expense of the participant(s).

### 4.0 CALL CENTER OPERATION

- 4.1 Call Center services shall be provided 24 hours per day, seven days per week, including holidays.
- 4.2 Holidays shall be as follows:
  - New Years Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving
  - Christmas Day

- 4.3 On incoming transmittals for which less than two working days notice per Texas Law is given, the Call Center shall inform the excavator :  
"The start date and time you have requested is not in compliance with Texas State law, which requires 48 hours notice prior to excavating. If you start work prior to the required time you will be in violation of the law and subject to a civil penalty."
- 4.4 For incoming transmittals received after 5:00 P M, local time, or on Saturdays, Sundays or Holidays the Call Center shall inform the excavator the following message:  
"The 48 hours required by Texas State law will not commence until 8:00 AM of the following next normal work day."

## 5.0 TRANSMITTALS

- 5.1 Outgoing transmittals shall be routed to specific participant receivers according to the geographically oriented indexing system. This system is based on 15 and 30 second Latitude and Longitude grids for each county in the State.
- 5.2 Each incoming transmittal shall be assigned a sequential serial number hereinafter referred to as the Transmittal Number.
- 5.3 The Transmittal Number shall consist of seven digits, the first three representing the Julian date and the last four the daily sequence number beginning with 5000. Example: Transmittal Number 2235214 represents the 214<sup>th</sup> transmittal of August 11.
- 5.4 As each outgoing transmittal is routed to a site, it shall also be assigned an identification name (CDC or Call Directing Code) and a sequence number consisting of three digits which represent the daily sequence number for that location. The name shall include CDC the message was routed to And the alpha name of the location receiving the message. Example :  
Sequence number 42 CDC – CG Corpus Gas
- Where CDC=CG indicates the message was intended for the City of Corpus Christi Gas Division.
  - Where CG Corpus Gas is the name or the receiving location
  - Where Sequence Number 42 represents the 42<sup>nd</sup> message received that day for Corpus Gas CDC = CG
- 5.5 After midnight each working day (Monday through Friday excluding holidays) the Call Center will transmit a nightly audit list to each terminal location. The audit or verification list shall consist of a listing of each sequence number followed by the Transmittal Number routed to the location during the preceding 24 hours. The audit after midnight Sunday 9or AM Monday) will include a listing for the preceding Friday, Saturday and Sunday.

- 5.6 During the process of interviewing the excavator and while preparing the outgoing transmittal, the Call Center shall inform the excavator as to the names of the Participants who will receive the transmittal.
- 5.7 Provision shall be made to allow the excavator to request a "fax-back" from Texas One Call and /or all other notification centers in the State.
- 5.8 Receipt of the outgoing transmittal by participants shall be completed no more than 2 hours after receipt of the incoming transmittal by the Call Center subject to the participant(s) receiving equipment availability.

## 6.0 SPECIAL TRANSMITTAL HANDLING

- 6.1 Incoming transmittals shall be classified by the vendor as follows:
- a. Routine Message – minimum of 48 hours notice.
  - b. Emergency Message – When the caller states an emergency exists and the Call Center receives affirmation after reading the disclaimer regarding what constitutes an emergency in the State of Texas.  
"The State of Texas defines an emergency excavation as one involving danger to life, health or property, does your work meet that criteria?"
  - c. Dig-Up – When the caller states that an underground facility has been damaged.
  - d. Non-Compliant – When the caller indicates that he intends to begin the work in less than the required 48 hours.
- 6.2 At the option of the participant, the Call Center shall furnish the excavator with a telephone number for contacting the participant directly when requested by the excavator.

## 7.0 COMMUNICATIONS

- 7.1 The Call Center shall provide incoming phone lines to minimize the frequency of caller busy signals.
- 7.2 The Call Center shall monitor the incoming phone lines to establish the level of busy signals and the speed of answer according to State guidelines.
- 7.3 Participant is required and responsible to provide compatible receiving equipment or computer software. The participant may purchase receiving software from Vendor or other source if the software is compatible with the Vendor's system.
- 7.4 At the participant's option, back-up telephone messages may be placed to the participant to identify Emergency and/or Dig-Up messages.

- 7.5 If participants' receiving equipment is out of service, participant is responsible to provide back-up equipment or location to transmit messages.
- 7.6 Emergency or Dig-Up messages may be routed via telephone at the participant's request during equipment outages.

## 8.0 RECORDS

- 8.1 All voice transmissions shall be recorded and stored by the Vendor for a minimum of 5 years or as required by State Law. Copies of such recordings are available to participants on request at the normal fee for such service.
- 8.2 A computerized copy of all transmittals shall be retained by the vendor for a minimum of seven (7) years.
- 8.3 A printed copy of a transmittal may be obtained by the participant on request.
- 8.4 If litigation shall occur, and at the request of the participant, all records pertaining to the litigation shall be retained by the vendor until released by the participant.

## 9.0 INSURANCE

- 9.1 The vendor shall provide Errors and Omissions insurance for the Call Center with a minimum coverage in the amount of \$1,000,000 or in the amount prescribed by State Law, whichever is greater.
- 9.2 At the participants written request the vendor shall furnish the participant with a copy of the certificate of insurance to verify the proper coverage at the participant's expense.

## 10.0 SELECTIVE INDEXING OR MAPPING

- 10.1 The geographical area to be served by the vendor for the participant shall be designated by the participant. The participant will select the appropriate grids from computer generated maps provided by the vendor or by providing the vendor with computer generated projections of the participants service area.
- 10.0 It is the responsibility of the participant to verify initial data entry and maintain and update changes to the participant's service area according to the Texas State Law.

- 10.1 If the participant is unable or willing to provide adequate and compatible information to the vendor, the vendor may charge a reasonable fee for providing the required mapping service to register the participants service area.
- 10.2 The Call Center shall make every reasonable attempt to interview the excavator and index the dig location to the smallest possible grid or location in the one call computer.
- 10.3 If the excavator is unable to provide accurate information and the call center is unable to clearly define the exact location of the dig site, the call center may transmit the message to a larger area for safety reasons.

## 12.0 DATA BASE

- 12.1 The automated database shall consist of street names, city, place and county names associated with the appropriate grids.
- 12.2 The street level database shall be the responsibility of the vendor and shall consist of the most recent data available from the Federal Government know as the "TIGER File".
- 12.3 Additions to the participants grid database shall be handled promptly by the vendor. Revisions provided in compatible format shall be updated to the system within 10 days of receipt.
- 12.4 Revisions to the database shall be completed at no cost to the participant when the participant provides the revision in standard mapping format.
- 12.5 Revisions to the participants database that are not provided in a standard mapping format may require additional work by the vendor and may incur costs to the participant and may not be completed within the normal 10 day interval.

## 13.0 REPORTS

- 13.1 Call center activity reports may be furnished to the participant on request and at an agreed upon cost per report.
- 13.2 Monthly call center reports provided to the One Call Board of Texas are available from the One Call Board and/or the vendor.
- 13.3 The vendor shall maintain an alphabetized excavator mailing list that will include excavator names, address and phone numbers. This database shall be available to participants at the production cost.

**14.0 BILLING**

- 14.1 The vendor shall bill participants monthly in accordance with the provisions of the Schedule of Pricing and the Agreement between the vendor and the participant.

**15.0 ADVERTISING**

- 16.1 The vendor shall assist in advertising and promoting the call center to excavators
- 16.2 All advertising expenditures to be billed to the participant will require advance notice by the vendor.
- 16.3 Advertising costs will be billed according to a pro rate formula.
- 16.4 Any special advertising requested by the participant will be at the vendors bulk rates based on the cost of the item(s) plus standard service fees.

**16.0 CONTRACT PROVISIONS**

- 16.1 The term of the contract shall be as specified in the contract.
- 16.2 Termination of the contract shall be as specified in the contract.

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MAINTENANCE CONTRACT

FIBER OPTIC MAINTENANCE DENTON INDEPENDENT SCHOOL DISTRICT

DENTON INDEPENDENT SCHOOL DISTRICT  
DENTON, TEXAS

FIBER OPTIC MAINTENANCE

MAINTENANCE ADDENDUM

With

Henkels and McCoy, Inc.  
Lewisville, Texas 75056

Addendum to construction contract between  
D.I.S.D. and H&M  
Dated May 8<sup>th</sup>, 2007



**MAINTENANCE AGREEMENT ADDENDUM**

THIS MAINTENANCE AGREEMENT ('Agreement') is made as of this \_\_\_\_ day of \_\_\_\_\_ 2007, between THE DENTON INDEPENDENT SCHOOL DISTRICT, whose address is 1212 N. Elm Street, Denton, Texas 76201 ('Owner'), and Henkels & McCoy, Inc. whose address is 515 Huffines Boulevard, Lewisville, Texas 75056 ('Contractor').

Section 1. AGREEMENT TO PROVIDE MAINTENANCE SERVICE. Contractor agrees to maintain for Owner, on the terms set forth in this Agreement and in the Terms and Conditions attached hereto as Attachments A, B, C and ID the fiber optic network maintenance described in Attachment A – Scope of Services and Performance.

Section 2. MAINTENANCE OBLIGATIONS.

2.1 It is mandatory for the Contractor to perform coordination with all applicable Governmental Authorities, (Federal, State, Local and City powers that be), to ensure that public safety and security are not jeopardized by action of this contract. During provision of Maintenance Services, Contractor shall have full control of and responsibility for the work. Coordination with proper authorities is required on all maintenance issues,

2.2 Except as otherwise provided in this Agreement, Contractor shall a) determine the method, manner and sequence of maintenance (b) select all laborers and subcontractors, (c) utilize all major material items from Owners reserve materials, (d) select and provide all minor materials, (e) provide all equipment and tools, (f) coordinate all aspects of the work, and (g) take all necessary precautions for the safety of persons and property during the progress of maintenance.

2.3 Except as otherwise provided in this Agreement, Contractor shall pay all costs of maintenance, including but not limited to, costs of labor, minor materials, equipment tools supplies, subcontractors, utilities, maintenance permits, building permits, connection fees, tap-in charges, inspection fees. Taxes, (other than real estate taxes), transportation and all other facilities and services necessary for the maintenance.

2.4 Contractors work is intended to include all maintenance work to provide for outside plant cable maintenance of the Owner's fiber optic network,

Section 3. COMMENCEMENT AND COMPLETION OF THE WORK.

3.1 Contractor shall begin maintenance of the fiber optic network immediately upon approval of this agreement. It is expressly agreed that Contractor will retain total construction and maintenance liability of the current construction contract until such time as this maintenance agreement is approved and in-place.

3.2 This addendum, and pricing which is included and attached, shall be valid until January 1, 2008.

Section 4. PRICE: PAYMENT.

4.1 Owner agrees to pay Contractor for the maintenance of the fiber optic network at the unit rates included in Attachment B 'Maintenance Rate Sheet' of

## DENTON INDEPENDENT SCHOOL DISTRICT

## MAINTENANCE CONTRACT

this contract. For work not included on the Maintenance Rate Sheet, Contractor agrees to apply the unit rates for labor and equipment identified in Attachment C. Common Hourly Labor Rate Schedule' and Attachment ID 'Hourly Equipment Rates.

4.2 Contractor shall render a monthly invoice on the first day of each month for all maintenance services provided with the exception of cable locates. Invoices for cable locates will be rendered once a quarter or four (4) times per year based on the Owners fiscal year ending dates.

4.3 Payments will be made on a monthly basis on or about 30 days after the submittal of an invoice, and Owners inspection and approval of such invoice.

4.4 Contractor's invoice for services shall be completed with sufficient breakdown data to permit checking and approval, and in a form acceptable to Owner.

4.5 Contractor shall pay for all minor materials and equipment, unless otherwise purchased by Owner; machinery, equipment and labor used in, or in connection with, the performance of this Agreement through the period covered by previous payments received from Owner. Owner may choose to require that Contractor furnish release of lien documentation from any subcontractors retained by Contractor.

4.6 Without limitation of Owner's other remedies, payments otherwise due, either payments for individual invoices or the final payment, may be withheld by Owner on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing of claims, failure of Contractor to make payments properly to its subcontractors or for minor materials, machinery, fuel or labor, or applicable taxes, fees and fringe benefits.

Section 5. SCOPE ADJUSTMENT. During the course of maintenance Owner shall have the right to request changes in the Maintenance. Any change in the Maintenance, or any amendments or modifications of this Agreement, shall be effective only if contained in a Scope Adjustment scope Adjustment~) signed by both parties, which provides for (I) the adjustment, if any, in the maintenance price, (II) the method of payment of any increase in the maintenance price, and (III) the extension, if any, of the time for completion of the Maintenance.

Section 6. TAXES AND PERMITS. Owner shall pay all real property taxes and assessment due by Law affecting the Site and Maintenance. Contractor shall pay, all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the maintenance of the fiber optic cable network. The parties agree that the Maintenance includes only real property and none of the maintenance relates to personal property. Owner will provide Contractor with sales tax affidavits when Owner is exempt from payment of State of Texas sales taxes.

Section 7. COMPLIANCE WITH LAWS. ETC. With respect to its obligations under this Agreement, Contractor shall be responsible for compliance with all regulatory requirements necessary to achieve Completion (other than those applicable to Owner as a school district), building and zoning codes and other local requirements including any covenants or restrictions affecting title to the Site. Contractor shall provide the Maintenance Services free from encroachment upon building lines, easements and property lines.

Section 8. SUBCONTRACTORS Owner shall have the right to approve all major subcontractors selected by Contractor (a major" subcontractor being any subcontractor entitled to receive at least \$10,000.00 for the performance of work

## DENTON INDEPENDENT SCHOOL DISTRICT

## MAINTENANCE CONTRACT

and/or the supply of minor materials to Contractor pursuant to the subcontract). Any Owners approval of a major subcontractor shall not be unreasonably withheld or delayed. Contractor shall accept responsibility for all work of any subcontractor and for any acts or omissions of any subcontractor or any employee, agent, subcontractor or other person for whom the subcontractor may be liable. Each subcontract shall be consistent with this Agreement shall require performance in accordance with this Agreement, and shall preserve all rights of Owner under this Agreement. Nothing contained in this Agreement shall create a contractual relationship between Owner and any third party; however, it is understood and agreed that Owner is an intended third-party beneficiary of all contracts for engineering services, all subcontracts, purchase orders and other agreements between Contractor and third parties. Contractor shall incorporate the obligations of this Agreement into its respective subcontracts supply agreements and purchase orders.

Section 9. PROPERTY INSURANCE. Throughout the maintenance services under this Agreement, Owner, at Owners cost, shall keep the Improvements located on the Owners property, insured against loss by fire and all of the risks and perils usually covered by an "all risk" policy of fire insurance, in an amount equal to not less than the full insurable value of the Improvements. This insurance shall include the interests of Contractor, Owner, subcontractors and sub-subcontractors in the Improvements. Any insured loss shall be adjusted with Owner and made payable to Owner and such other parties as their interests may appear, subject to the requirements of any mortgagee or bond clause. Contractor and Owner, on behalf of themselves and their insurers, waive all rights of subrogation against each other for damages resulting from perils required to be covered by insurance under this Section. Contractor shall require similar waivers by subcontractors and sub-subcontractors

Section 10. WARRANTIES, CORRECTION OF WORK. Contractor warrants to Owner that all minor materials and equipment incorporated in the Maintenance will be new unless otherwise specified, and that the Improvements will be of good and workmanlike quality, free from faults and defects and in conformity with the Plans and Specifications of the original construction project. All work not so conforming to these standards will, at Owner's option, be considered defective. This standard of quality of workmanship shall include all work of any kind whether or not subcontracted. Without limiting the preceding warranties, Contractor shall correct any work that fails to conform to the requirements of this Agreement or the Plans and Specifications where such failure to conform are defects due to faulty materials, equipment or workmanship that appear within a period of two years from the date of Completion.

Section 11. VALIDITY OF PROVISIONS. In the event any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

Section 12. ASSIGNMENT Contractor's rights and obligations under this Agreement, including, but not limited to, its right to any moneys, shall not be assigned without the written consent of Owner. Any assignment without Owners consent shall be void. No such assignment with Owners consent shall relieve Contractor from its liability under this Agreement for the performance and Completion of the Maintenance by the time and in the manner herein contracted for.

Section 13. TIME OF ESSENCE; BINDING CONTRACT. Time is of the essence of this Agreement. Both parties understand that this Agreement is a legally binding contract and have read and understood all of its provisions prior to signing.

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Section 14. POSSESSION, INSPECTION AND OWNERS DEFAULT Owner may enter the Site at any time to inspect the Maintenance and the progress of the work or to provide and maintenance separately contracted for by Owner.

Section 15. NOTICES. Any notice required or permitted to be given to a party under the provisions of this Agreement shall be deemed given if mailed by certified or registered United States mail, postage prepaid as follows:

Owner:

The DENTON INDEPENDENT, SCHOOL DISTRICT  
1212 N. Elm Street  
Denton, Texas 76201  
Attention: Mr. Ernie Stripling  
Primary Contact Number: 940-369-0123  
Facsimile Number: 940-369-4989

Contractor:

Henkels & McCoy, Inc.  
515 Huffines Boulevard  
Lewisville, Texas 75056  
Attention: Wesley Lee  
Primary Contact Number: (972) 512-2900  
Facsimile Number: (972) 512-2957

If the notice is from Owner to Contractor, Owner may also serve notice by personal delivery by Owner to a person on the Site designated by Contractor.

Section 16. BINDING EFFECT. This Agreement shall be binding upon and insure to the benefit of the heirs, executors, administrators successors and assigns of the respective parties.

Section 17. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document and all of which taken together shall be deemed to constitute one and the same document.

DENTON INDEPENDENT SCHOOL DISTRICT

MAINTENANCE CONTRACT

WITNESS the execution hereof as of the date first written above.

Signed and acknowledged  
in the presence of:

The DENTON INDEPENDENT SCHOOL DISTRICT  
First Signatory

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Printed Witness Name

Title: \_\_\_\_\_

The DENTON INDEPENDENT SCHOOL DISTRICT  
Second Signatory

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Printed Witness Name

Title: \_\_\_\_\_

CONTRACTOR: Henkels and McCoy, Inc.  
First Signatory

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Printed Witness Name

Title: \_\_\_\_\_

CONTRACTOR: Henkels and McCoy, Inc.  
Second Signatory

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Printed Witness Name

Title: \_\_\_\_\_

DENTON INDEPENDENT SCHOOL DISTRICT

MAINTENANCE CONTRACT

Henkels and McCoy, Inc.

**ATTACHMENT A**

**ADDENDUM FOR**

**FIBER OPTIC OUTSIDE PLANT MAINTENANCE**

**BETWEEN**

**DENTON INDEPENDENT SCHOOL DISTRICT (DISD)**

**AND**

**HENKELS AND MCCOY, INC. (H&M)**

**SCOPE OF SERVICE AND PERFORMANCE**

This agreement includes the following services:

Cable Locate Service  
Emergency Response Service  
Scheduled Maintenance Service

**Cable Locate Service**

Under this contract, H&M will provide the following cable locate services for DISD/Denton County:

1. H&M will receive a map shot from DISD& Denton County with cable locates ranges identified.
2. H&M to dispatch a cable locator to site within 40 hours of notification.
3. H&M to open handhole covers and place locate tone or other positive locating equipment on the DISD cable locate wire.
4. H&M will mark the location of the DISD fiber optic cable by using standard orange spray paint for telecommunication facilities.
5. H&M will report back to DISD with the date and time that the locate work was completed.

**Emergency Alert Response and Restoration:**

H&M will maintain an emergency on call system 24 hours a day, 7 days a week. The emergency number will be provided to DISD to be used should a dig-up or tear-down occur. Once H&M is alerted to a problem, H&M will make telephone contact within 60 minutes of receiving the page or telephone

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call and, if necessary, be on site within 2 hours. On site, H&M will secure the Cable Plant to see what the extent further damage is prevented. Restoration will be accomplished according to the following priority schedule:

Priority A - Core Sites - Restoration of damage required to reestablish service - 8 hours after arrival on scene.

Priority B - School Nodes - Restoration of damage required to reestablish service - 24 hours after arrival on scene. Permanent restoration of "non-service affecting" work will be acceptable after initial restoration within a maximum of 5 days.

### **SITE RESTORATION PRIORITY LIST**

Reporting:

Inspection and current inventory reports will be provided to DISD on a monthly basis for all damage claims. H&M will be responsible for gathering, documenting and reporting all information related to cable damage occurrences. The data gathered shall be adequate for DISD to submit an invoice for payment of damaged cable. At a minimum the following information must be provided:

1. Date and Time of Damage and Repair
2. Physical Address of Damage Site
3. Cable Reference of DISD's cable system, when and if possible.
4. Summary of number of fiber optic strands damaged and out-of-service.
5. Name of Company responsible for damage, when and if possible.
6. Name and address of responsible contact party, when and if possible.
7. Copy of responsible company liability insurance certificate, when and if possible.
8. Total charges for restoration
9. Summary of all materials required for restoration.

### Scheduled Maintenance Service

Based on detailed scopes of work, H&M will provide scheduled maintenance services as may be agreed upon from time to time between DISD and H&M. Work will normally include inquiries from other governmental bodies inquiring about the potential need to relocate a portion of DISD facilities due to fixture road work.

These services must be provided promptly when dispatched and a complete report provided to DISD.

### Equipment and Materials:

To be responsive under this contract, H&M will maintain one bucket truck, one backhoe, one trencher, one directional boring rig, two splicing units, one hydraulic cable reel trailer, one fusion splicer, two optical time domain reflectometers (OTDR) and power meters at all times within 4 hours arrival time at any DISD location.

Material provision will be accomplished by dividing the materials between major and minor. DISD will stock and provide major materials. H&M will stock

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and provide minor materials. H&M will stock a fixed amount of maintenance and repair materials as follows:

Minor Materials:

1. All splice materials required for temporary mechanical splices or permanent fusion splices to include one Preformed Coyote splice closure:
2. \_\_\_\_\_ feet of HDPE SDR 9 conduit as used on the existing construction project.
3. Mule tape and rodding material for pulling cable into vacant ducts.
4. Cable lubrication materials.

Major Materials:

DISD will maintain a stock of the following materials at its Service Center yard off Mayhill Rd:

1. One 2500' reel of single mode 96-fiber duct cable suitable for replacement in underground.
2. One 2500' reel of single mode 48-fiber duct cable suitable for replacement in underground.
3. One 24 port ADC fiber optic patch panel
4. Two 28" diameter fiber optic handholes.
5. Warning signs and markers

General:

Any work performed under this proposal will be warranted for labor and materials for the period of two years after work is completed. The warranty will provide for the replacement or repair of any materials or labor which failed due to defects or workmanship except for those failures caused by vandalism, fire, accidents, or Acts of God.



**ATTACHMENT B**

Maintenance Services (2 Year Labor Contract)

Note - Materials Not Included

UNIT RATE PROPOSAL:

Normal (Routine Maintenance) Costs

Cable Locates	\$30,000.00/Year (See Below)
Place Overhead Cable	\$4.75/Ft
Move Overhead Cable	\$102.00/Pole
Place Underground Cable	\$15.60/dirt/Ft
Splice Fiber Optic Cable	\$65.00/Fiber/Splice
Place SDR 1 1/2" HDPE	\$1.50/Ft. Emergency Maintenance Costs
Dispatch and Mobilization	\$125.00/Incident
Repair Crew Overhead	\$225.00/Hr
Repair Crew Underground	\$325.00/Hr

Cable Locates Detail:

- Billing will be every 3 months or once a quarter.

Emergency Maintenance Costs:

Dispatch and Mobilization will include the minimum charge for Contractor to appear at the scene of a maintenance emergency. This charge includes the price of two (2) vehicles, one (1) Fiber Optic Foreman and one (1) Communications Technician.

Repair Crew Overhead Hourly rate will include the price of one (1) Fiber Optic Foreman, one (1) Communications Technician or Fiber Optic Splicing Technician, one (1) bucket truck, one (1) hydraulic cable reel trailer, one (1) fusion splicer, one (1) OTDR and two (2) power meters.

Repair Crew Underground Hourly rate will include the price of one (1) Fiber Optic Foreman, one (1) Communications Technician or Fiber Optic Splicing Technician, one (1) truck and trailer, one (1) backhoe or one (1) trencher or one (1) directional boring rig one (1) hydraulic cable reel trailer, one (1) fusion splicer, one (1) OTDR and two (2) power meters.

Any additional labor or equipment requirements not included in the Overhead or Underground Repair Crews will be billed at the hourly rates included in Attachment C and D of this addendum.

**DISD Fiber Optic Maintenance**  
**Contractor: Henkels and McCoy**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## MAINTENANCE CONTRACT

## ATTACHMENT C

## COMMON HOURLY LABOR RATE SCHEDULE

DISD Fiber Optic Maintenance

Contractor: Henkels and McCoy, Inc.

Description	Straight Time	Overtime	Weekend/ Holiday
Assistant Crew Leader	\$26.00	\$39.00	\$52.00
Communications Technician	\$26.00	\$39.00	\$52.00
Crew Leader	\$30.00	\$45.00	\$60.00
Digging Machine Operator	\$24.00	\$36.00	\$48.00
Boxing Machine Operator	\$30.00	\$45.00	\$60.00
Electric Serviceman	\$24.00	\$36.00	\$48.00
Equipment Operator	\$26.00	\$39.00	\$52.00
Fiber Optic Foreman	\$97.50	\$146.00	\$195.00
Fiber Optic Splicing Helper	\$58.50	\$87.75	\$117.00
Fiber Optic Splicing Technician	\$84.30	\$126.75	\$169.00
Flagger	\$14.00	\$21.00	\$28.00
Heavy Line Crew Foreman	\$32.00	\$48.00	\$64.00
Heavy Truck Driver	\$26.00	\$39.00	\$52.00
Journeyman Lineman	\$28.00	\$42.00	\$56.00
Laborer-Common	\$14.00	\$21.00	\$28.00
Laborer-Utility	\$32.00	\$48.00	\$64.00
Light Line Crew Foreman	\$28.00	\$42.00	\$56.00
Truck Driver-Single <b>Axle Light</b>	\$22.00	\$33.00	\$44.00
Truck Driver-Single <b>Axle Heavy</b>	\$24.00	\$36.00	\$48.00
Truck Driver-Tandem <b>Axle Semi-Trailer</b>	\$26.00	\$39.00	\$52.00
Truck Driver-Lowboy/Float	\$24.00	\$36.00	\$48.00
Truck Driver-Transit Mix	\$24.00	\$36.00	\$48.00

Note: The hourly rates above shall include all costs for labor, supervision, transportation, mobilization, demobilization, and per diem required to perform the services specified in this Agreement. The hourly rates shall begin when the actual work begins.

Contractor: H&M

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**ATTACHMENT D**

HOURLY EQUIPMENT AND MACHINERY RATE SCHEDULE

The hourly and daily rates above shall be for bare equipment and machinery only. These rates shall also include transportation, mobilization, and demobilization costs to operate the equipment and machinery. These rates shall begin when the actual work begins. Operating labor shall be billed separately in accordance with attachment "C".

DISD Fiber Optic Maintenance

Contractor: Henkels and McCoy, Inc.

DESCRIPTION	HOURLY	MINIMUM NUMBER OF	DAILY
Aerial Basket, 50'	\$175.00	8 Hours	\$1,400.00
Backhoe- ¼ CY - Wheel Type	\$85.00	4 hours	\$680.00
Directional Drilling-Standard Drilling	\$315.00	4 hours	\$2,520.00
Directional Drilling-Heavy Duty	\$385.00	4 hours	\$3,080.00
Cable Lashing Machine	\$45.00	2 hours	\$360.00
Cable Reel Trailer, 2+ Ton	\$91.00	4 hours	\$728.00
Crane, Truck Mounted, 6+ Ton	N/A	N/A	\$728.00
Dump Truck, 5 yard, 2½ Ton	\$95.20	4 hours	\$761.00
Electronic Service Truck, ½-1 Ton	N/A	N/A	\$761.00
Flat Bed Truck 2 w/ Hdy Tlgt, 2½ Ton	\$95.20	N/A	N/A
Pickup Truck	\$84.00	4 hours	\$627.00
Rock Saw- 8' Diameter x 6" wide	\$252.00	8 hours	\$2,016.00
Trencher- Chain Boom Type- 4' Deep x 8" Wide	\$210.00	8 hours	\$1,680.00